Case: 5:17-cv-02165-JRA Doc #: 1-2 Filed: 10/13/17 1 of 89. PageID #: 10

Portage County Common Pleas Court 203 W Main St Po Box 1035 Ravenna Ohio 44266-1035 Phone 330-297-3644 Fax 330-297-4554

Case Number: 2017CV00788

CIVIL SUMMONS

FILED
COURT OF COMMON PLEAS
September 12, 2017
JILL FANKHAUSER, CLERK
PORTAGE COUNTY, OHIO

KIMBERLY CUMMINGS, et al **PLAINTIFF(S)**

VS

PRUDENTIAL INS CO OF AMERICA, et al **DEFENDANT(S)**

TO: PRUDENTIAL INS CO OF AMERICA

751 BROAD ST NEWARK NJ 07102 SEP 1 8 2017

NAME AND ADDRESS OF PLAINTIFF'S ATTORNEY:

JACK LANDSKRONER 1360 W NINTH ST STE 200 CLEVELAND OH 44113

DEFENDANT TAKE NOTICE

You have been named as a Defendant in a complaint filed in the Portage County Common Pleas Court by the Plaintiff named above. Copy of complaint is attached hereto.

You are hereby notified, summoned and required to serve upon the Plaintiff's attorney, or upon the Plaintiff if he has no attorney of record, a copy of an answer to the complaint within 28 days after service of this summons on you, exclusive of the day of service.

Your answer must be filed with the Court within 3 days after the service of a copy of the answer on the Plaintiff's attorney, or upon the Plaintiff if he has no attorney of record. If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

JILL FANKHAUSER, CLERK

Deputy Clerk

CC:

SCANNED

PRUDENTIAL INS CO OF AMERICA



Case: 5:17-cv-02165-JRA Doc #: 1-2 Filed: 10/13/17 2 of 89. PageID #: 11

COURT OF COMMON PLEAS

SEP 1 2 2017

JILL FANKHAUSER, Clerk
PORTAGE COUNTY, OH

IN THE COURT OF COMMON PLEAS PORTAGE COUNTY, OHIO

KIMBERLY CUMMINGS 431 Industry Road)	CASE NO. 2017 CV00788
Atwater, OH 44201)	JUDGE
Plaintiff,)	JUDGE BECKY L. DOHERTY
vs.	j –	
)	COMPLAINT
THE PRUDENTIAL INSURANCE)	(Jury Demand Endorsed Hereon)
COMPANY OF AMERICA)	
751 Broad Street)	
Newark, New Jersey 07102)	
•)	
Also serving at)	
100 Mulberry Street)	
Gateway 3, 7 th Floor)	
Newark, New Jersey 07102)	
Defendant.)	

Now comes Plaintiff, Kimberly Cummings (hereinafter "Plaintiff"), by and through counsel, and states and alleges as follows:

INTRODUCTION

1. This action is brought on behalf of Plaintiff, Kimberly Cummings, as the widow and duly named beneficiary of a flexible life insurance policy with the Defendant the Prudential Life Insurance Company. This action seeks the recovery of benefits and to enforce plaintiff's rights under the contractual terms of the policy. Plaintiff seeks relief including but not limited to: payment of benefits, pre-judgment and post judgment interest, and attorney's fees and costs.

PARTIES

- 2. At all times relevant, Plaintiff Kimberly Cummings (hereinafter "Plaintiff") is the widow of Douglas A. Cummings (hereinafter "Deceased" or "Cummings"), and the beneficiary of a Flexible Life and Accidental Death and Dismemberment Insurance Policy issued by the Prudential Insurance Company of America.
 - 3. At all times relevant, Plaintiff is and was a resident of Portage County, Ohio.
 - 4. At all times relevant Cummings was a resident of Portage County, Ohio.
- 5. The Prudential Insurance Company of America (hereinafter "Prudential" or "Defendant") is a corporation with its principal place of business in Newark, New Jersey. Prudential is registered and authorized to conduct business in Ohio and regularly transacts business within the state of Ohio including Portage County.

VENUE

- 6. The Plaintiff resides at the respective address set forth in the caption. The Defendant has its principal place of business at the respective addresses set forth in the caption. The Defendant insurance company has contracted to insure persons, property or risk located in the State of Ohio.
- 7. Venue is proper pursuant to Civ. R. 3 because the Prudential Insurance Policy described below was issued to Plaintiff's Decedent, Cummings, at his address in Portage County, Ohio and Plaintiff is the named beneficiary on the Policy.

FACTUAL ALLEGATIONS

8. At all times relevant, Cummings maintained a Group Life Insurance Policy with Prudential, under Policy No. G-14273 (hereinafter "Policy,") with policy limits of \$500,000 for Accidental death benefits and with an effective date of December, 1, 2000. A copy of the Policy is attached hereto as *Exhibit 1*; a copy of the Amended Policy as produced by Prudential is attached hereto as *Exhibit 2*.

- 9. Prudential issued the Policy to Cummings and accepted premiums providing him, and Plaintiff as the Beneficiary of the Policy, with benefits for accidental loss of life. At all times relevant, the Policy was in full force and effect with all accompanying obligations and duties.
 - 10. On August 4, 2016 Cummings was involved in car crash.
- 11. On September 21, 2016 Cummings died as a result of the injuries sustained in the car crash.
- 12. At all times relevant, including September 21, 2016, Cummings was a "Participant" and "Covered Person under a Coverage" under the Policy.
- 13. At all times relevant, Cummings was in good standing as an insured with Prudential on September 21, 2016.
- 14. The terms of the Policy provided, in pertinent part, that Prudential was to pay benefits for accidental Loss.
- 15. The contract sets forth express obligations of Prudential which include, but are not limited to:

Optional Accidental Death and Dismemberment Coverage

This Coverage pays benefits for accidental Loss.

Loss means the persons:

- (1) loss of life;
- (2) total and permanent loss of sight;
- (3) loss of hand or foot by severance or above the wrist or ankle

A. BENEFITS

Benefits for accidental Loss are payable only if all of these conditions are met:

- (1) The person sustains an accidental bodily Injury while a Covered Person
- (2) The Loss results directly from that Injury and from no other cause
- (3) The person suffers the Loss within 90 days after the accident.

16. On August 4, 2016, Douglas A. Cummings was operating a vehicle on Reeder Avenue, in the Township of Marlboro, County of Portage, and State of Ohio.

- 17. The vehicle being operated by Cummings went left of center causing it to exit the roadway where it struck a tree head on.
- 18. As a direct and proximate result of the head on collision with the tree, Cummings sustained serious injuries to his head, brain, and to other parts of his body, including but not limited to basilar skull fracture, traumatic brain injury, multiple cervical and thoracic spinal fractures, pneumothorax, and ultimately acute respiratory failure.
- 19. As a direct and proximate result of the injuries sustained in the head on collision with the tree, Cummings died on September 21, 2016.
- 20. The immediate cause of Cummings' death was acute respiratory failure due to complications of traumatic brain injury and multiple blunt force injuries. A copy of Cummings' Death Certificate is attached hereto as *Exhibit 3*.
- 21. Cummings death resulted directly from the accidental bodily injuries sustained in the head on collision with the tree and from no other cause.
- 22. On or about October 31, 2016, Plaintiff reported Cummings' death to Prudential as an Accidental Death claim under Cummings' Policy. A copy of the October 31, 2016 letter is attached hereto as *Exhibit 4*.
- 23. On or about January 4, 2017, Prudential issued a letter of denial of the claim and coverage under the Policy for Accidental Death benefits. Prudential's denial was based on a coverage exception indicating that "A Loss is not covered if it results from any of these: ...(3) Sickness, whether the Loss results directly or indirectly from the Sickness." (Sickness being defined in the policy as "Any disorder of the body or mind of a Covered Person, but not an injury...") Prudential's contention was that Cummings "loss of life was the indirect result of a Sickness (seizure disorder)." A copy of the January 4, 2017 letter is attached hereto as *Exhibit 5*.

- 24. On or about February 15, 2017, Plaintiff appealed Prudential's denial of the claim for Optional Accidental death benefits. A copy of the February 21, 2017 letter acknowledging receipt of the appeal is attached hereto as *Exhibit 6*.
- 25. On or about March 21, 2017, Prudential issued a letter of denial of Plaintiff's first request for reconsideration. A copy of the March 21, 2017 letter is attached hereto as *Exhibit 7*. Plaintiff has exhausted all required administrative remedies under the policy.

COUNT ONE

(Breach of Contract)

- 26. Plaintiff reincorporates Paragraphs 1-26 as if fully restated into this and every other Count in this complaint.
- 27. Cummings maintained a contract for accidental death benefits under his group life insurance policy with Prudential for which premiums were paid and accepted by Prudential.
- 28. At all times relevant, and specifically on September 21, 2016, Cummings was in good standing as a participant under his Prudential group life insurance policy.
- 29. At all times relevant, Cummings performed all his obligations under the insurance contract.
- 30. At all times relevant Cummings sustained an accidental bodily injury in a car crash while a covered individual.
- 31. At all times relevant, the injuries sustained in the car crash, directly and independently resulted in his death.
- 32. Cummings death occurred 48 days after the date of the car crash in which these fatal injuries were sustained.
- 33. Subsequent to Cummings death proper and timely notice of the claim was provided to Prudential
- 34. Defendants were contractually bound by the Policy to pay Plaintiff, as the duly designated beneficiary under the policy, a benefit in the amount of \$500,000 for the accidental death of her husband.

- 35. Prudential failed to perform under the terms of the policy and breached its contract with Cummings, depriving Plaintiff of her rights as the designated beneficiary under the Policy.
- 36. As a direct and proximate result of Prudential's breach of contract, Plaintiff was forced to hire counsel to enforce her rights as the third party beneficiary of this insurance contract and has incurred out-of-pocket expenses for the cost of her claims in an amount undetermined at this time, but to be proven at trial.
- 37. As a further direct and proximate result of Prudential's breach of contract, Plaintiff is entitled to additional damages for Prudential's breach, now unknown and undefined, but to be proven at the time of trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully demands judgment against Prudential as follows:

- 38. In the amount of \$500,000, or such maximum amount as provided for in the policy as compensatory damages based upon Prudential's breach of their insurance contract and failure to pay accidental death benefits due and owing under the policy.
- 39. Declaring that accidental death benefits are due, owing and payable to Plaintiff under the Prudential Policy arising from the death of her husband Douglas Cummings.
- 40. Estopping Defendant from denying or limiting the coverage under any exception relied upon to deny Plaintiff's claim for benefits under the policy.
 - 41. An award of reasonable attorneys' fees and the costs of litigation.
 - 42. Prejudgment and post judgment interest, at the maximum level allowed by law,
 - 43. Such other relief this Court deems just and proper.

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JURY DEMAND

Plaintiff hereby demands a trial by jury.

Respectfully submitted,

JACK LANDSKRONER (0059227)
TOM MERRIMAN (0040906)
LANDSKRONER GRIECO MERRIMAN, LLC
1360 West Ninth Street, Suite 200
Cleveland, Ohio 44113-1254

216.522.9000 Phone: 216.522.9007

Facsimile: jack@lgmlegal.com E-Mail:

Counsel for Plaintiff Kimberly Cummings

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Exhibit 1



Certifies that the Participant is insured under Group Policy GO-14273

POLICYHOLDER

BANKERS TRUST COMPANY, AS TRUSTEE
OF THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC
ACCOUNTANTS INSURANCE TRUST

EFFECTIVE DATE

DOUGLAS CUMMINGS LO475505

PARTICIPANT

DECEMBER 01, 2000

Beneficiary for Participant Death Benefits -- AS ON FILE WITH PLAN AGENT

Participant Flexible Life Insurance Amount*

500,000

Dollars

Participant Accidental Death and

Dismemberment Insurance Amount*

500,000

Dollars

*Subject to Amount Limitation of Certificate's Coverage Schedule.

The provisions of the Group Policy principally affecting the Participant's insurance are summarized in the Certificate. A Certificate issued to the Participant replaces any certificates previously issued with respect to the Group Coverage or Coverages summarized. All benefits are subject in every respect to the Group Policy, which alone constitutes the agreement under which payments are made.

THE PERCEPENTIAL TRIVIEW ACCUSOMPANY OF A ARREST.

GROUP INSURANCE CERTIFICATE

GRP 31300 CERT AICPA-2395A



Printed in U.S.A.

(1-101) ED 3-66 (2N-2) 14273; 4-00; OTHER THAN TEXAS (WOC)

AICPAIT CPA FLEXIBLE LIFE INSURANCE PLAN

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

COVERAGE SCHEDULE (The pages which follow refer to this Schedule)

Participant Flexible Life Coverage — Insurance Assignable.

See first page for amount.

Facility of Payment- At its option, Prudential may pay up to \$250.00 of the Participant's coverage to any person appearing to it to be equitably entitled to payment because of expense incurred in connection with the Participant's burial. The liability of Prudential shall be discharged to the extent of any amount so paid.

The Fund

Maximum Cash Accumulation Fund Premium Contribution: The applicable maximum, per \$1,000 of coverage determined from the table below:

Attained Age	Monthly Maximum	Annual Maximum
Less than 30	\$.50	\$6.00
30-34	•65	7.80
35-39	1.00	12.00
40-44	1.50	18.00
45-49	2.00	24.00
50-54	3.50	42.00
55-59	4.00	48.00
60-64	5.00	60.00
65-69	5.50	66.00
70-74	6.00	72.00

Participant Accidental Death and Dismemberment Insurance —— Insurance Assignable. See first page for amount.

AMOUNT LIMITATION REFERRED TO ON FIRST PAGE OF CERTIFICATE — For insurance secured under Schedule A9, the participant must remain a member of both the AICPA and a Qualified State Society to keep the full amount in force until age 75. If the participant ceases to be a member of a Qualified State Society, while maintaining AICPA membership, his or her insurance will reduce to the amount provided under Schedule A8. For participants who on or after 4/1/97 increase their in force amount of term insurance under the Plan and who subsequently ceases membership in the AICPA, while maintaining membership in a Qualified State Society, that participant's insurance will reduce to that amount in force immediately prior to 4/1/97.

For participants who on or after 4/1/97 secures new term insurance under the Plan and who subsequently ceases membership in the AICPA, while maintaining membership in a Qualified State Society, that participant's insurance will be the lesser of the highest amount available for a Qualified State Society member or the amount of coverage in effect when their AICPA membership ceased.

CESSATION OF MEMBERSHIP IN COVERAGE CLASSES — For the purpose of the section "Termination of Participant Insurance", a Participant shall cease to be a member of the Coverage Classes (i) on the last day of the calender month during which the Participant is no longer a member of the American Institute of Certified Public Accountants or a Qualified State Society, or (ii) on the policy anniversary next succeeding the Participant's attainment of age 75, or (iii) upon commencement of the Participant's extension protection under the Extended Death Protection During Total Disability provisions of the Participant Flexible Life Coverage.

GRP 31300 CERT

(2-101) ED 3-66

GO-14273: CERT(1-101)(2N-2), CERT(2-101), CERT(3-101)(14273), ULF R 8001(14273), ULF T 1003(14273) AD&D 211 (2E-19), CERT B-101(2E-16), GEN C-104(2E-2), CERT(4-101)(2E-257), 6-98: (WOC), OTHER THAN TEXAS.

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THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

GENERAL DEFINITIONS

<u>Covered Individual under a coverage:</u> A Participant who is insured for Participant Insurance. <u>Prudential's Home Office:</u> Prudential's Home Office in Newark, New Jersey, or any of its other Home or Head Offices.

GRP 31300 CERT

	How to Request New or Increased Covers	age 475505
	Please complete this page and the reverse side.	
2000	Detach this Form and return it in the postpaid enveloped before October 1, 2000. If approved, you after your new or increased coverage is effective.	will be billed Douglas A. Cummings, CPA 431 Industry Rd.
1 e	Please note: If you are in the Plan and do not wish to changes at this time, you do not need to complete this i	
3	Social Security No. 565 - 17 - 46/2	Daytime Phone No. (330) 865 - 5947
. •	Coverage Amounts Available for October 1, 2000 (Please check one) \$\Begin{array}(\psi \) \\$2,000,000^* (BA) \Bigsi \\$350,000 (BG)	Select Status Rates: If you are age 45 or over and approved for Plan coverage, you qualify for Select Status rates for a five-year period, saving you from 25% to 43% on your cost of coverage.
•	□ \$1,500,000 (BB) □ \$300,000 (BH) □ \$1,000,000 (BC) □ \$200,000 (BI)	Contribution Payment Basis: (for new participants only)
	□ \$750,000 (BD) □ \$150,000 (BJ) □ \$500,000 (BE) □ \$100,000 (BK)	I request the following payment basis: □ Annual □ Semi-Annual* □ Monthly-by Electronic Fund Transfer Only**
	□ \$400,000 (BF) □ \$50,000 (BL)	*The semi-annual contribution must exceed \$150 for the semi-annual basis If an election is not made, the annual basis will be provided.
	*You must be a member of both the AKPA and a State Society of CPAs to request maximum coverage.	**If you select the monthly payment basis, you must elect EPT. If electing EFT, you must complete the Electronic Fund Transfer Authorization below and include a voided check if applicable.
	Optional Coverages (If no election is made, the option will not be provided.)	
	Dependent Child Coverage	
4	Electronic Fund Transfer Authorization Fo	orm
GO of APP	of making your insurance payment without the use of a che occur on the tenth of each month that the payment is due, account will be charged the next business day. If you wis account. If you wish to use your savings account, you r savings accounts, and obtain your bank's transit routing	ogram Agreement provides for Electronic Fund Transfer for the purpick. Your signed authorization (below) is required. The electronic debit if the transfer falls on a weekend or bank holiday, your checking/savish to use your checking account, enclose a blank voided check for nust confirm that your bank permits electronic fund withdrawals for nust confirm that your bank permits electronic fund withdrawals for number. The amount of the automatic debit may vary due to change ge. You will be notified in advance of changes to the amount of your descriptions.
2		☐ Checking ☐ Sav
	Account Owner's Name Ba	nk Name Type of Account
	Bank's Transit Routing Number Your Sat (If savings account only)	vings Account Number Signature of Account Owner
	By my signature above I authorize the AICPA insurance Tre- for the amount of my CPA Flexible Life Insurance contributi insurance is terminated.	ust in accordance with the Agreement above to charge my bank acci ion payment until such time as I provide written notice of cancellation
	Beneficiary Designation Please specify your benefic	-
		Cummings WIFE
	Kimbercy Kenya	Look Bloom
	First Name Middle Name Please check if additional information regarding your by	Last Name Relationship beneficiary designation is attached.

Name of Assignee (Please print)

Date

AICPA 2466

Signature of Assignee 38 0626328E/071259/41

Please continue on taxerse side.

	How to Request N	ew or Increased	Coverage	·	475505
	Please complete this	s page and the reverse	side.		
LUCK D 1 2000	after your new or inc Please note: If you a	d return it in the postp cober 1, 2000. If approv creased coverage is e re in the Plan and do no rou do not need to comp	ed, you will be billed ffective. t wish to make any	Douglas A. Cum 431 Industry Rd. Atwater, OH 44;	,
-	Social Security No.	565-17 -	46/2 Daytime Pt	none No.(<u>33</u> 2) S	65 - 5947
	Coverage Amounts Av (Please check one)		Plan coverage	e, you qualify for Select :	or over and approved for Status rates for a five-year in your cost of coverage.
•	□ \$1,500,000 (BB) □ \$1,000,000 (BC)	□ \$300,000 (□ \$200,000 ((Bi) Contributio		or new participants only)
	日 \$750,000 (BD) 対 \$500,000 (BE)	\$100,000	(BK) Annual	MSemi-Annual*	Monthly-by Electronic Fund Transfer Only**
	□ \$400,000 (BF) *You must be a member of Society of CPAs to request		If an election is State **If you select th EFT, you must	al contribution must exce not made, the annual has e monthly payment basis, complete the Electronic F voided check if applicable.	ed \$150 for the semi-annual basis. Is will be provided, you must elect EFT. If electing and Transfer Authorization below
OD LE AP	of making your insurance occur on the tenth of each account will be charged to account. If you wish to use savings accounts, and ob	payment without the use I month that the paymer he next business day, I se your savings accou tain your bank's transit or a premium contributi	of a check. Your signed a it is due. If the transfer fa if you wish to use your ch nt, you must confirm the routing number. The am	authorization (below) is alls on a weekend or bar hecking account, enclo at your bank permits e nount of the automatic o	alc Fund Transfer for the purp required. The electronic debit ok holiday, your checking/savin se a blank voided check for t lectronic fund withdrawals fr lebit may vary due to change anges to the amount of your de
<u>=</u>			·		🗖 Checking 🖫 Savin
	Account Owner's Name		Bank Name	×	Type of Account
	Bank's Transit Routing Num (If savings account only)		Your Savings Account No		e of Account Owner
	By my signature above I a for the amount of my CPA insurance is terminated.	uthorize the AICPA Insu Flexible Life Insurance (rance Trust in accordance contribution payment unti	ce with the Agreement a il such time as I provide	bove to charge my bank accor written notice of cancellation,
	Beneficiary Design		· ·	•	-
	Kimbercy	Kenya	Cummi	<u>ngs</u>	WIFE
	First Name	Middle Name	Last Name	R	elationship
	THO TTUMO				
	Please check if addition	nal information regardi	ng your beneficiary desig	gnation is attached.	

Name of Assignee (Please print)

Date

AICPA 2466

Signature of Assignee 38 0626328E/071259/41

Please continue on reverse side

RIDER TO BE ATTACHED TO YOUR BOOKLET



GROUP CONTRACT NO. G-14273

PARTICIPANT

EFFECTIVE DATE

DOUGLAS CUMMINGS

DECEMBER 01, 2000

Beneficiary for Dependents Death Benefits- AS ON FILE WITH PLAN AGENT

Dependents Term Life Insurance Amount

\$4000 PER CHILD

83500 BNC 1001

(8-1) 14273; 6-98



American Institute of Certified Public Accountants Insurance Trust Aon Insurance Services, Inc., Plan Agent One Whitehall Street, New York, NY 10004-2109

DOUGLAS CUMMINGS 431 INDUSTRY RD ATWATER, OH 44201

IMPORTANT NOTICE

RE: AICPA INSURANCE TRUST - CPA FLEXIBLE LIFE INSURANCE PLAN

Enclosed is your Certificate of Insurance describing your benefits under the CPA Flexible Life Insurance Plan. The effective date of your coverage is shown along with the beneficiary you have named. Your designated beneficiary will be the beneficiary for the total amount of your insurance shown on the enclosed Certificate of Insurance.

It is suggested that you take a few moments to read the Certificate and that you place it with your other important papers.

Also, please review the copy of the Statements Relating to Insurability that is enclosed with your Certificate. If any information provided on the form is not correct or is incomplete, or if any medical history requested has not been included, please notify The Prudential in writing at P.O. Box 476 - Stop 101B, 290 W. MT. Pleasant Avenue, Livingston, NJ 07039 Within 10 days of receipt of this notice. It is possible that any incorrect or omitted information could cause a claim to be denied.

Remember, the CPA Flexible Life Insurance Plan is your life insurance program. If at any time you wish to change your beneficiary or have questions about your coverage, please do not hesitate to write or call the Plan Agent for assistance:

AICPA Insurance Trust
Aon Insurance Services, Inc., Plan Agent
One Whitehall Street
New York, NY 10004-2109

For information on the following AICPA Insurance Trust programs, please call 1-800-223-7473

CPA Flexible Life Insurance Plan
Group Variable Universal Life Insurance Plan
Group Insurance Plan
Long Term Disability Income Plan
Long Term Care Insurance Plan
Claims and Beneficiary Changes

AICPA 2000

Participant Flexible Life Coverage

FOR YOU ONLY

This Coverage is life insurance which includes one or more of these three parts: term insurance, a fund and paid-up insurance. To be a Covered Person under this Coverage you must first have become insured for the term insurance. When the term insurance ends or when the fund reaches its limit, the fund is applied to provide paid-up insurance. Paid-up insurance continues until death unless surrendered or volded when Extended Death Protection During Total Disability applies.

A. DEATH BENEFIT.

If you die:

- (a) While a Covered Person under this Coverage; or
- (b) While under the extension for this Coverage; or
- (c) During the conversion period after all or part of your term insurance under this Coverage ends;

a death benefit is payable when Prudential receives written proof of your death, subject to the subsection "Suicide", below. The amount of the death benefit is the sum of the amounts you have of each part of this Coverage at that time: term insurance, fund and paid-up insurance. When all or part of your term insurance has ended, the amount of the death benefit includes any amount you may have under the provisions for Extended Death Protection During Total Disability or Conversion Privilege below. But the balance and interest for any loan on your fund, due at your death, will be deducted from the death benefit to be paid.

Suicide: If you die because of suicide, the following applies:

- (1) The term insurance death benefit will not be paid if you die because of suicide within one year of the date you became a Covered Person.
- (2) The amount of any increase in your term insurance for which you enroll will not be paid if you die because of suicide during the period beginning on the effective date of the increase of the term insurance and ending one year after that date.

In each case, your Beneficiary will be paid the amount of your contributions for the term insurance made within one year from suicide, with no interest, plus any amount in the side fund and any paid-up insurance, less any loan and loan interest, and less any withdrawals.

B. TERM INSURANCE.

Your term insurance amount under this Coverage is determined as provided in the Schedule of Benefits.

When Term Insurance Ends: All of your term insurance under this Coverage ends when the first of these occurs:

- (1) Your insurance ends under other rules of the Group Contract;
- (2) The Contract Anniversary next following the date you reach age 75.

C. THE FUND.

To provide your fund, you may contribute toward premiums each month an amount in excess of any amount required from you for the term insurance part of this Coverage. After a fund charge of not more than 3.5% of each such contribution received by Prudential is made, the balance goes into your fund. The Maximum Monthly Fund Contribution is shown in the Schedule of Benefits. No contribution may be made after your term insurance ends.

Interest determined by Prudential at a rate not less than 4% per year will be credited monthly on the average of the daily amounts of your fund.

You may withdraw all or part of your fund upon written request, subject to a fee set by Prudential. But you may not withdraw that part of your fund equal to the balance of any loan(s) on your fund and the interest charged to it. And if only part of your fund is withdrawn, the amount withdrawn must be at least \$200. The fee will not exceed \$20.

At any time the amount of your fund is the net amount of:

- (1) Your fund contributions received by Prudential; less
- (2) (a) fund charges; (b) any amounts you have withdrawn; and (c) any amount used to provide paid-up insurance; plus
- (3) Interest.

Your fund will provide paid-up insurance as described in Section D below.

D. PAID-UP INSURANCE.

Paid-up insurance is provided under this Coverage by use of your fund for the net single premium for that insurance:

- (1) When all of your term insurance under this Coverage ends; or
- (2) When extended death protection under this Coverage ends; or
- (3) When your fund under this Coverage reaches its limit. This is any time your fund used as a net single premium can provide an amount of paid-up insurance at your age equal to the sum of your term insurance and fund amounts.

All of your fund, less the balance and interest due for any loan(s) on your fund, will be used to provide paid-up insurance when all of your term insurance or extended death protection ends. 30% of your fund will be used to provide paid-up insurance when your fund reaches its limit. But this will not be done if the amount then left in your fund would be less than the balance of any loan(s) on your fund and the interest charged to it. If that would be the case, 30% of your fund will be used to reduce the loan balance.

The net single premium basis for the fund limit in (3) above is the 1980 Commissioners Standard Ordinary Table, Male Rates, at 4%. The net single premium used to provide paid-up insurance will not be more than it would be on that basis.

You may surrender your paid-up insurance for its cash value at any time. The cash value will be the net single premium at your attained age for the amount of insurance, using the same basis which determined that amount. If only part of your paid-up insurance is to be surrendered, its cash value must be at least \$500. Prudential may defer a surrender for not more than six months.

Paid-up insurance provided because all of your term insurance ends may be voided and your fund amount restored as stated in Extended Death Protection During Total Disability below.

D. PAID-UP INSURANCE. (Continued)

Paid-up insurance will not end when your insurance ends under other rules of the Group Contract. Unless surrendered or voided, it will continue until your death.

Dividends: Prudential will determine that part of any dividend derived from your paid-up insurance. That part will be applied to increase the amount of your paid-up insurance. That part will not be considered in determining the disposition or effect of dividends under any other provision of the Group Contract.

Age Adjustment: If the age used to determine the amount of your paid-up insurance is found to be in error, the amount will be adjusted for your correct age.

Change in Beneficiary: If you make a Beneficiary change after your term insurance under this Coverage ends, the Beneficiary change form must be filed with Prudential and not as stated in the Beneficiary Rules.

E. LOANS.

You may borrow from your fund but only:

- (1) After you contribute to your fund for one year; and
- (2) While you contribute monthly to your fund.

The loan amount may not be: a) more than the amount of your fund less the balance of any other loan(s) and interest charged to it; or b) less than \$200. Each loan is subject to a fee of not more than \$20 set by Prudential.

Interest on the loan balance will be charged daily at a yearly rate not to exceed 1% plus the rate that interest is credited to your fund. Interest is due: each anniversary of the Group Contract; when the loan or part of it is paid back; and when the loan becomes due and payable. Interest not paid when due is added to the loan balance.

A loan and the interest charged to It will be due and payable from your fund:

- (1) Any time the loan balance plus interest charged to it exceeds the amount of your fund; or
- (2) When all of your term insurance under this Coverage ends; or
- (3) When you die.

You may pay back all of a loan at any time. To pay back part of a loan, the amount you repay must be at least \$500. At your request, a loan may be cancelled, or reduced by no less than \$500, by deducting the amount needed from your fund.

Before paid-up insurance under this Coverage is provided by use of your fund, any loan you still have will first be cancelled or reduced by deducting an amount from your fund. See Section D Pald-up Insurance for the rules.

The balance and interest for any loan due at your death will be deducted from the death benefit to be paid.

F. EXTENDED DEATH PROTECTION DURING TOTAL DISABILITY.

Extended death protection can replace the amount of term insurance when it ends. If you meet the conditions below, your death protection will be extended after your term insurance under this Coverage ends while you are Totally Disabled. The conditions are:

- You become Totally Disabled while you're insured for term insurance under this Coverage.
- You are less than age 60 on the Contract Anniversary which immediately precedes the start of your Total Disability.

Total Disability: You are "Totally Disabled" when:

- (1) You lose sight in both eyes. The loss must be total and permanent; or
- (2) You lose both hands, both feet or one hand and one foot. Loss of hand or foot means loss by severance at or above the wrist or ankle; or
- (3) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job.

The extension ends one year after your term insurance under this Coverage ends, unless, within that year, you give Prudential written proof that:

- (a) You have met the above conditions; and
- (b) You are still Totally Disabled; and
- (c) Your Total Disability has continued for at least nine months.

Prudential will then further extend your death protection for successive one year periods. The first of these periods will start on the date Prudential receives this proof. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.

If you die while your death protection is being extended, the Death Benefit will include the amount of that protection when Prudential receives written proof that:

- (a) Your Total Disability continued until your death; and
- (b) All of the above conditions have been met.

If you die within one year after your Total Disability started and before you give Prudential proof of Total Disability, written notice of your death must be given to Prudential within one year after your death.

Your extended death protection ends if and when:

- (1) Your Total Disability ends or you reach age 75; or
- (2) You fail to furnish any required proof that your Total Disability continues; or
- (3) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.

If your extended death protection ends after you have given the first proof of continued Total Disability, you have the same rights and benefits under Sections A and G as if it was term insurance under this Coverage which ended at this time. But this does not apply if you become insured again for the term insurance within 31 days after this protection ends.

F. EXTENDED DEATH PROTECTION DURING TOTAL DISABILITY, (Continued)

Amount of Extended Death Protection: The amount of your term insurance when it ended, subject to the provisions of the Schedule of Benefits.

But the amount is reduced by any amount: (a) by which paid-up insurance exceeds the fund amount that provided it when your term insurance ended; or (b) payable under any Prudential group life insurance that replaces this Coverage for a class of Participants.

Effect on Paid-up Insurance: If, when Prudential first receives proof of your Total Disability while you live:

- (a) All conditions for your extended death protection have been met; and
- (b) Your fund was applied to provide paid-up insurance when all of your term insurance ended; and
- (c) You have not surrendered that paid-up insurance;

Then, that paid-up insurance will be voided and the amount of your fund when your term insurance ended will be restored. Interest on that fund amount will apply from when your term insurance ended.

Effect of Conversion: An individual contract issued under Section G when all or part of your term life insurance under this Coverage ended will be in place of all rights under this Section F. But if you have met all the requirements of this Section F, you can obtain these rights in exchange for all benefits of the individual contract. Premiums paid under the individual contract will be refunded. Your choice of Beneficiary in the individual contract, if different than for this Coverage, will be considered notice of change of Beneficiary for any claim under this Section F.

G. CONVERSION PRIVILEGE.

If all or part of your term insurance under this Coverage ends for one of the reasons stated below, you may convert to an individual life insurance contract. Evidence of insurability is not required. The reasons are:

- (1) Your membership in a Covered Class ends, or the amount of your term insurance is reduced by reason of age, or an amendment to the Group Contract changes the benefits for your class.
- (2) All term insurance of the Group Contract for your class ends by amendment or otherwise.

Any such conversion is subject to the rest of this Section G.

Availability: You must apply for the individual contract and pay the first premium within 31 days after the term insurance ends.

Individual Contract Rules: The individual contract must conform to the following:

Amount: If all of your term insurance under this Coverage ends, not more than: a) the total amount of your insurance under this Coverage (fund plus term and paid-up insurance) just before your term insurance ends; less b) the amount of your fund needed to cancel any loan due; and less c) the amount of all your paid-up insurance under this Coverage just after your term insurance ends. If the amount of your term insurance is reduced, not more than the amount of the reduction.

G. CONVERSION PRIVILEGE. (Continued)

But if you convert when your extended death protection ends, the amount of that protection applies in place of the amount of term insurance in a) above.

Or, if term insurance ends because all term life insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all your life insurance then ending under the Group Contract will not exceed the total amount of all your life insurance then ending under the Group Contract reduced by the sum of: a) the amount of your fund needed to cancel any loan due; b) the amount of your paid-up insurance; and c) the amount of group life insurance from any carrier for which you are or become eligible within the next 45 days.

Death During Conversion Period: The amount you had a right to convert to an individual contract is included in the Death Benefit if you die:

- (1) Within 31 days after your term insurance ends; and
- (2) While you have the right to convert the term insurance to an individual contract.

It is included even if you did not apply for conversion. But it is reduced by the amount of any extended death protection which applies.

Form: Any form of a life insurance contract that Prudential usually issues in the amount you apply for and at your age. This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.

Premium: Based on Prudential's rate as it applies to the form and amount, and to your class of risk (other than gender) and age at the time.

Effective Date: The end of the 31-day period during which you may apply for it.

H. REPORTS TO YOU.

Prudential will provide you with a detailed report of your fund and paid-up insurance under this Coverage, if any, each calendar year. You will receive it within three months after the end of the year. You will also get a report of any paid-up insurance you have after your term insurance ends. You may request a report at other times, subject to a fee of up to \$20 for its cost.

Any death benefit provided under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.

Option to Accelerate Payment of Certain Death Benefits Under Flexible Life Coverage

For You Only

These provisions change the Flexible Life Coverage (called Coverage below) to provide an option to accelerate payment of portions of the term insurance and fund parts of the death benefit. The option is available only with respect to term insurance for you and to your own fund.

You should know that election of this option may effect other benefits or entitlements for which you may be eligible. It may also effect your income tax liability. Read these notes carefully:

- (1) If you elect this option, the amount of your Flexible Life Coverage is reduced by the Terminal Illness Proceeds described below.
- (2) Any payment made under this option may be taxable. You are advised to seek the help of a professional tax advisor for assistance with any questions that you may have.
- (3) If you elect this option, your eligibility for Medicald or other government programs may be affected. You are advised to seek the help of a professional legal advisor for assistance with any questions that you may have.

As used here:

"Fund Amount" means the amount of your fund part of the Coverage on the day Prudential receives proof that you are a Terminally III Participant.

"Term Amount" means the term insurance for you under the term insurance part of the Coverage on the day Prudential receives proof that you are a Terminally III Participant.

"Paid-up Amount" means the amount of your Paid-up insurance part of the Coverage on the day Prudential receives proof that you are a Terminally III Participant.

"Terminally III Participant" means a Participant whose life expectancy is 6 months or less.

"Terminal Illness Proceeds" mean the amount of the Flexible Life Death Benefit placed under this option.

The Terminal Illness Proceeds are equal to:

- (1) a portion of your Term Amount as determined under (a) below; plus
- (2) a portion of your Fund Amount, as determined under (b) below; plus

- (3) a portion of your Paid-up amount, as determined under (c) below.
 - (a) You must elect the portion of your Term Amount that you want to place under this option. You may elect any portion of the Term Amount that you wish, but it must not be less than the Minimum Election Amount nor more than the Maximum Election Amount. The Minimum Election Amount is the lesser of 25% of your Term Amount and \$50,000. The Maximum Election Amount is the lesser of 75% of the Term Amount and \$1,000,000.

But if a limit on account of age would have applied to your Term Amount within six months after the date Prudential receives proof that you are a Terminally III Participant, a different Maximum Election Amount will apply. In that case, the Maximum Election Amount will be the least of these amounts: (a) Your term insurance as though the limit on account of age had been applied to it; (b) 75% of your Term Amount without regard to that limit; and (c) \$1,000,000.

Based on your election, Prudential will determine the Accelerated Payment Factor. The Accelerated Payment Factor is equal to:

- (i) the portion of your Term Amount that is placed under this option; over
- (ii) your total Term Amount.
- (b) The portion of your Fund Amount that will be placed under this option is equal to:
 - (i) your total Fund Amount times the Accelerated Payment Factor; minus
 - (ii) the sum of any outstanding loan balance plus any interest due on the loan times the Accelerated Payment Factor.
- (c) The portion of your Paid-up Amount that will be placed under this option is determined under either (i) or (ii):
 - (i) If Paid-up insurance is the only part of your Coverage in force, you must elect the portion of the Paid-up Amount that you want to place under this option. You may elect any portion of the Paid-up Amount that you wish, but it may not be less than the Paid-up Minimum Election Amount nor more than the Maximum Paid-up Election Amount. The Minimum Paid-up Election Amount is the lesser of 25% of your Paid-up Amount and \$50,000. The Maximum Paid-up Election Amount is the lesser of 75% of the Paid-up Amount and \$1,000,000.
 - (ii) If both the term and Paid-up insurance parts of your Coverage are in force, the portion of your Paid-up Amount that will be placed under this option is equal to your total Paid-up Amount times the Accelerated Payment Factor.

Changes Made in the Coverage:

If you become a Terminally III Participant while you are a Covered Person under the Coverage, or while your death benefit protection is being extended under the coverage, you may elect to have the Terminal illness Proceeds placed under this option. That election is subject to the "Conditions" set forth below. The term insurance and the Fund and Paid-up parts of the Coverage are affected as described in the "Effect on Contributions" section.

Conditions: Your right to be paid under this option is subject to these terms:

- (1) You may elect this option only once during the time you are a Covered Person.
- (2) You must choose this option in writing in a form that satisfies Prudential.
- (3) You must furnish proof that satisfies Prudential that your life expectancy is 6 months or less, including certification by a Doctor.
- (4) Your Flexible Life Coverage must not be assigned.
- (5) Terminal Illness Proceeds will be made available to you on a voluntary basis only. Therefore:
 - (a) If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit.
 - (b) If you are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement, you are not eligible for this option.
- (6) Once you elect this option, you may no longer: (a) increase your term insurance under the Coverage; (b) make a lump sum contribution to your own fund; or (c) increase the amount of your contribution to your own fund, except to the extent an increase is needed to reflect an increase in the cost of the term insurance part of the Coverage.

Effect on Coverage: When you elect this option, the total amount of Flexible Life Coverage otherwise payable on your death, including any amount under an extended death benefit, will be reduced by the Terminal Illness proceeds. Any amount deducted from the Fund Amount as provided in item (b) (ii) above will be applied to reduce the amount of any outstanding loan and loan interest. Also, you may not convert the Terminal Illness Proceeds to an individual contract.

Prudential reserves the right to make a distribution from your Fund Amount when benefits under this option are paid. Any such distribution will be made only to the extent needed to continue to qualify the Flexible Life Coverage as life insurance under the Internal Revenue Code.

Effect on Contributions: The amount of your contribution will be adjusted based on the amount of your Flexible Life Coverage remaining in force. You will be given a statement that shows the amount of any contribution required to keep your Coverage in force.

Method of Payment: If you elect this option, Prudential will pay the Terminal Illness Proceeds to you in one sum when it receives proof that you are a Terminally III Participant. When Prudential pays an accelerated death benefit under this option, Prudential will send you a statement that shows the effect of the payment on the amount of your Coverage and on your contribution for the Coverage.

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THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

PARTICIPANT ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Pavable for: The Participant's loss of life, sight, hand or foot.

Loss of sight means total and irrecoverable loss of sight. Loss of a hand or foot means loss by severance at or above the wrist or ankle.

Conditions for Benefit: All of the following --

- (1) The participant sustained an accidental bodily injury while a covered individual.
- (2) The injury, directly and independently of all other causes, resulted in the loss.
- (3) The loss occurred within ninety days after the injury was sustained.

Amount Payable:

Life
Both Hands
Both Feet
Sight of Both Eyes
One Hand and One Foot
One Hand and Sight of One Eye
One Foot and Sight of One Eye
One Hand
One Foot
Sight of One Eye

The Participant's amount of insurance under this Coverage

One-half the Participant's amount of insurance under this Coverage

Amount limitation—The amount payable for all losses of the Participant as the result of the same accident is limited to his amount of insurance under this Coverage.

Not Covered: Any loss which results-

(1) from suicide or attempted suicide, or

(2) directly or indirectly from bodily or mental infirmity or disease or medical or surgical treatment thereof, or

(3) from any infection, other than a pyogenic infection occurring through and at the time of an accidental cut or wound, or

(4) from war or any act of war ("war" means declared or undeclared war and includes resistance to armed aggression), or

(5) from travel or other movement by means of, or descent from or with, any kind of moving alrcraft aboard which the Participant has any duties relating in any way to such aircraft or to its operation, equipment, passengers, crew or aboard which he is giving or receiving training for any such duties ("aircraft" includes rocket craft or any other vehicle, conveyance, or device designed for travel or other movement in or beyond the earth's atmosphere).

Each benefit of this Coverage is payable to the Participant except that any benefit unpaid at his death or becoming payable on account of his death will be paid to his Beneficiary or Beneficiaries determined under the Group Policy's Beneficiary Provisions. Payment is subject to the Group Policy's Claim Provisions.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA BENEFICIARY PROVISIONS

Any insurance under the Group Policy becoming payable on account of the death of a participant will be payable to the person designated by him as his Beneficiary on a form satisfactory to Prudential, subject to the facility of payment provision if included under the Coverage Schedule and subject to the Assignment Limitations section of the General Provisions.

At any time the Participant may, without the consent of his Beneficiary, change the Beneficiary by filling written notice of the change through the Policyholder on a form satisfactory to Prudential. The new designation will take effect on the date the notice was signed, except that it will not apply as to any amount paid by Prudential before receipt of the notice.

If more than one Beneficiary Is designated and in such designation the Participant has failed to specify their respective interests, the Beneficiaries will share equally. Unless otherwise provided in the Participant's Beneficiary designation, the interest of any designated Beneficiary predeceasing the Participant will terminate and will be shared equally by any Beneficiaries who survive the Participant. Any amount of the insurance for which there is no disposition of a terminated interest as provided above, and any other amount of the insurance for which there is no Beneficiary at the death of the Participant, will be payable to the estate of the Participant unless otherwise provided in the Assignment Limitations.

MODE OF SETTLEMENT PROVISIONS (for Participant Life Insurance)

A mode of settlement other than lump sum payment may be arranged with Prudential, subject to the provisions of the Group Policy, for all or a part of the Participant Life Insurance payable at the Participant's death. Information about the modes of settlement available may be obtained from Prudential upon request to the Policyholder.

INCONTESTABILITY OF AN INDIVIDUAL'S LIFE INSURANCE

All statements with respect to Life Insurance under the Group Policy made by a person Insured therefor shall be deemed representations and not warranties. With respect to each amount of such insurance for which a person is insured, no such statement shall be used in any contest of such insurance unless a copy of the instrument containing the statement is or has been furnished to him or to his Beneficiary. No statement made by a person insured under the Group Policy relating to his insurability for such insurance shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during his lifetime nor unless such statement is contained in a written instrument signed by him.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

CLAIM PROVISIONS

These provisions apply to each coverage under the Group Policy which contains a specific provision subjecting the payment of benefits under the coverage to the Group Policy's Claim Provisions.

Written proof of the loss under a coverage upon which claim may be based must be furnished to Prudential within ninety days after —

- (1) the end of each month or lesser period for which Prudential is liable under the coverage, if the coverage provides for payment at such periodic intervals;
- (2) the date of the loss, in the case of any other coverage.

Failure to furnish such proof within the required time shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

All benefits will be paid upon receipt of written proof covering the occurrence, character and extent of the event for which claim is made, except that if any coverage provides for payment at monthly or at more frequent periodic intervals, Prudential shall not be required to make payment of benefits thereunder more often than so provided.

Prudential at its own expense shall have the right and opportunity to examine the person whose sickness or injury is the basis of claim when and so often as it may reasonably require during pendency of claim.

No action at law or in equity shall be brought to recover under the Group Policy prior to the expiration of sixty days after written proof of the loss upon which claim is based has been furnished as required above. No such action shall be brought more than three years after the expiration of the time within which proof of such loss is required.

INDIVIDUAL'S STATEMENTS AS TO COVERAGE SUBJECTED TO CLAIM PROVISIONS

All statements with respect to the insurance under such coverage which are made by a person insured therefor shall be deemed representations and not warranties. With respect to each amount of such insurance for which a person is insured, no such statement made for the purpose of effecting such insurance of the person shall be used in any contest to avoid the insurance with respect to which such statement was made or to reduce benefits thereunder after such insurance has been in force prior to the contest for a period of two years during his lifetime, nor unless such statement is contained in a written instrument signed by him and a copy of that instrument is or has been furnished to him.

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THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

TERMINATION OF PARTICIPANT INSURANCE

The Participant Insurance of a Participant under a coverage will automatically terminate when:

- (1) he ceases to be a member of the coverage classes for the insurance (see Coverage Schedule), or
- (2) his class is no longer included in the coverage classes for the insurance, or
- (3) the provisions of the Group Policy for the insurance terminate, or
- (4) if the insurance is contributory, any contribution required of him for any insurance under the Group Policy is not made when due.

ASSIGNMENT OF INSURANCE

Insurance under a coverage is not assignable, unless the Coverage Schedule indicates that it is assignable. An assignment may apply to any right, benefit or privilege of the Participant including, without limiting the generality of the Participant to designate a Beneficiary or to convert to another policy. No responsibility for the validity or sufficiency of any assignment is assumed by Prudential. Prudential shall not be considered to have knowledge of any assignment unless the original or a duplicate is filed with Prudential through the policyholder.

If, under an insurance for which the Group Policy allows Beneficiary designations, any amount of insurance becomes payable on account of the death of a Participant and there is, as to such amount of insurance, at the Participant's death an assignment in effect but no Beneficiary designated by the assignee, such amount of insurance will be payable as follows and not as otherwise provided in the Beneficiary Provisions of the Group Policy:

- (1) In the case of a non-collateral assignment, payment will be made to the assignee, if living, otherwise to the estate of the assignee.
- (2) In the case of a collateral assignment, payment will be made to the assignee, if living, otherwise to the estate of the assignee, as interest may appear, and payment of the balance, if any, will be made as provided in those Beneficiary Provisions without regard to this paragraph.

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Exhibit 2

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Certificate of Coverage

Prudential certifies that insurance is provided according to the Group Contract(s) for each insured Participant. Your Bocklet's Schedule of Benefits shows the Contract Holder and the Group Contract Number(s).

Insured Participant: You are eligible to become insured under the Group Contract if you are in the Covered Classes of the Booklet's Schedule of Benefits and meet the requirements in the Booklet's Who Is Eligible section. The When You Become Insured section of the Booklet states how and when you may become insured for each Coverage. Your insurance will end when the rules in the When Your Insurance Ends section so provide. Your Booklet and this Certificate of Coverage together form your Group Insurance Certificate.

Beneficiary for Participant Death Benefits See the Booklet's Benefic ary Rules

Coverages and Amounts: The available Coverages and the amounts of insurance are described in the Booklet.

If you are insured, this Booklet and Certificate of Coverage form your Group Insurance Certificate. Together they replace any older booklets and certificates issued to you for the Coverages in the Booklet's Schedule of Benefits. All Benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate.

The Prudential Insurance Company of America 751 Broad Street Newark, New Jersey 07102

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EXHIBIT EXHIBIT

Foreword

We are pleased to present you with this Booklet. It describes the Program of benefits we have arranged for you and what you have to do to be covered for these benefits.

We believe this Program provides worthwhile protection for you and your family.

Please read this Booklet carefully. If you have any questions about the Program, we will be happy to answer them.

IMPORTANT NOTICE: This Booklet is an important document and should be kept in a safe place. This Booklet and the Certificate of Coverage made a part of this Booklet together form your Group Insurance Certificate.

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN

STATES: There are state-specific requirements that may change the provisions under the Coverage(s) described in this Group Insurance Certificate. If you live in a state that has such requirements, those requirements will apply to your Coverage(s) and are made a part of your Group Insurance Certificate. Prudential has a website that describes these state-specific requirements. You may access the website at www.prudential.com/etonline. When you access the website, you will be asked to enter your state of residence and your Access Code. Your Access Code is 14273.

If you are unable to access this website, want to receive a printed copy of these requirements or have any questions, call Prudential at 1-866-439-9026.

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Schedule of Benefits

Covered Classes: All Participanto: (1) who are members of the American Institute of Cortified Public Accountants, or a Qualified State Society; (2) who are insured or eligible for coverage under Group Contract GO-14273, GL-14273-NY-1, GY-14273, or GV-14273, and (3) who enroll their spouse or Domestic Partner prior to their or their spouse or Domestic Partner s attainment of age 75:

on or after June 1, 1987, but prior to October 1, 1989
on or after October 1, 1989 but prior to October 1, 1995
on or after October 1, 1995 but prior April 1, 1997
on or after April 1, 1997 but prior to October 1, 1998
Schedule 3
Schedule 4

All Participants: (1) who are members of the American Institute of Certified Public Accountants, or a Qualified State Society, or the Financial Executives Institute, and (2) who are insured or eligible for coverage under Group Contract GO-14273. GL-14273-NY-1, GY-14279, or GY-14279; and (3) who entroll their spouse or Domes to Partner prior their spouse or Domes to Partner prior their spouse or Domes to Partner prior their spouse.

A Participant is a member of the Covered Classes until the last day of the calendar month during which he or she falls to meet criteria (1) or until the October 1 coincident with or next following the spouse's or Domestic Partner's attainment of age 80.

Program Date: October 1, 2013. This Booklet describes the benefits under the Group Program as of the Program Date.

This Booklet and the Certificate of Coverage together form your Group Insurance Certificate. The Coverages in this Booklet are insured under a Group Contract issued by Prudential. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.

OPTIONAL DEPENDENTS TERM LIFE COVERAGE

The amount of insurance for which you have enrolled your spouse or Domestic Partner under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust, according to the age of your spouse or Domestic Partner on the Contract Anniversary coinciding with or immediately preceding your Plan Entrance Date, has been reported in writing to Prudential and is shown on your Certificate of Coverage page.

At no time can the amount of insurance on your spouse or Domestic Partner exceed the lesser of:

(1) the maximum face amount that you are eligible for under Participant Term Life Coverage or Variable
Universal Life Coverage, or Level Premium Term Life Coverage less any spouse level Premium Term Plan
coverage in effect or pending approval, and (2) the maximum face amount available in accordance with your
souse or Domestic Partner's age at the time new or increased spouse or Domestic Partner coverage is
elected.

If you cease to be a member of all Included Associations, your insurance will terminate on the last day of the month in which you maintained your membership

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AMOUNT FOR PARTICIPANTS ENROLLED IN SCHEDULE OF BENEFITS 1

Benefit Classes

Amount of Insurance

All Participants who have enrolled their spouse or Domestic Partner in Schedule 1 under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 30 S	20,000
Age 30 or more but less than age 35	20,000
Age 35 or more but less than age 40	20,000
Age 40 or more but less than age 45	15,000
Age 45 or more but less than age 50	15,000
Age 50 or more bullless than age 55	10,000
Age 55 or more but less than age 60	5,000
Age 60 or more but less than age 65	2,500
Age 65 or more but less than age 70	1,000
Age 70 or more	500

All Participants who have enrolled their spouse or Domestic Partner in Schedule 2 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance I rust.

Less than age 30	40,000
Age 30 or more but less than age 35	40,000
Age 35 or more but less than age 40	40,000
Age 40 or more but less than age 45	30,000
Age 45 or more but less than age 60	30,000
Age 50 or more but less than age 55	20,000
Age 55 or more but less than age 60	10,000
Age 60 or more but less than age 65	5,000
Age 65 or more but less than age 70	ว,กถก
Age 70 or more	1,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule 3 under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 30	60,000
Age 30 or more but less than age 35	60,000
Age 35 or more but less than age 40	60,000
Age 40 or more but less than age 45	45,00D
Age 45 or more but less than age 50	45,000
Age 50 or more bul less than age 55	30,000
Age 55 or more but less than age 60	15,000
Age 60 or more but less than age 65	7,500
	3,000
Age /U or more	1,500

All Participants who have enrolled their spouse or Domestic Partner in Schedule 4 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust

Less than age 30 S	80,000
Age 30 or more but less than age 35	
Age 35 or more but less than age 40	
Age 40 or more but less than age 45	60,000
Age 45 or more but less than age 50	60,000
Age 50 or more but less than age 55	40,000
Age 55 or more but less than age 60	20.000
Age 60 or more but less than age 65	10.000
Age 65 or more but less than age 70	4,000
Age 70 or more	2,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule 5 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 30	100,000
Age 30 or more but less than age 35	
Age 35 or more but less than age 40	
Age 40 or more but less than age 45	
Age 45 or more but less than age 50	75,000
Age 50 or more but less than age 55	
Age 55 or more but less than age 60	25,000
Age 60 or more but less than age 65	12,500
Age 65 or more but less than age 70	5,000
Age 70 or more	

All Participants who have enrolled their spouse or Domestic Partner in Schedule 6 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 30	150,000 150,000 115,000 115,000 75,000 35,000 20,000 3,000
Age 70 or more	

All Participants who have enrolled their spouse or Domestic Partner in Schedule 7 under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 30 \$	200,000
Age 30 or more but less than age 35	200,000
Age 35 or more bul less than age 40	
Age 40 or more but less than age 45	150,000
Age 45 or more but less than age 50	150,000
Age 50 or more but less than age 55	100,000
Age 55 or more but less than age 60	50,000
Age 60 or more but less than age 65	25,000
Age 65 or more but less than age 70	10,000
Age 70 or more	5,000

83500 BSB 1003 All Participants who have enrolled their spouse or Domestic Partner in Schedule 8 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 30	300,000
Age 30 or more but less than age 35	
Age 35 or more but less than age 40	300,000
Age 40 or more but less than age 45	
Age 45 or more but less than age 50	
Age 50 or more but less than age 55	150,000
Age 55 or more but less than age 60	
Age 60 or more but less than age 65	
Age 65 or more but less than age 70	20.000
Age 70 or more	10,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule 9 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.*

Less than age 30\$	500,000
Age 30 or more but less than age 35	
Age 35 or more but less than age 40	500,000
Age 40 or more but less than age 45	400,000
Age 45 or more but less than age 50	
Age 50 or more but less than age 55	
Age 55 or more but less than age 60	
Age 60 or more but less than age 65	
Age 65 or more but less than age 70	
Age 70 or more.	

 You must be a member of both the American Institute of Certified Public Accountants and a Qualified State Society in order to elect empliment in Schedule 9. If you cease to be a member of either the American Institute of Certified Public Accountants or a Qualified State Society while covered for Dependents Term Life Coverage under Schedule 9, the Amount of Insurance for your spouse or Demestic Partner will reduce to the amount provided under Schedule 8.

AMOUNT FOR PARTICIPANTS ENROLLED IN SCHEDULE OF BENEFITS 2

Benefit Classes

Amount of Insurance

All Participams who have enrolled their spouse or Domestic Partner in Schedule A under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 30\$	100,000
Age 30 or more but less than age 35	100,000
Age 35 or more but less than age 40	100,000
Age 40 or more but less than age 45	75,000
Age 45 or more but less than age 50	75,000
Age 50 or more but less than age 55	50,000
Age 55 or more but less than age 60	25,000
Age 60 or more but less than age 65	
Age 65 or more but less than age 70	5,000
Age 70 or more	2.500

83500 BSB 1003 All Participants who have enrolled their spouse or Domestic Pariner in Schedule B under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

		222 222
Less than age	30	200,000
Age 30 or more but less than age	35	200,000
Age 35 or more but less than age	40	200,000
Age 40 or more but less than age	45	150,000
Age 45 or more but less than age	50	150,000
Age 50 or more but less than age	55	100,000
Age 55 or more but less than age	60	50,000
	65	25,000
Age 65 or more but less than age	70	10,000
Ana 70 nr more		5,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule C under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 30\$	300,000
Age 30 or more but less than age 35	300,000
Age 35 or more but less than age 40	300,000
Age 40 or more but less than age 45	
Age 45 or more but less than age 50	
Age 50 or more but less than age 55	
Age 55 or more but less than age 60	
Age 60 or more but less than age 65	
Age 65 or more but less than age 70	
Age 70 or more	10,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule D under the Scouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 30	\$ 500,000
Age 30 or more but less than age 35	500,000
Age 35 or more but less than age 40	
Age 40 or more but less than age 45	. 400,000
Age 45 or more but less than age 50	. 400,000
Age 50 or more but less than age 65	400,000
Age 55 or more but less than age 60	150,000
Age 60 or more but less than age 65	. 150,000
Age 65 or more but less than age 70	50,000
Age 70 or more	

All Participants who have enrolled their spouse or Domestic Partner in Schedule E under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 30\$	750,000
Age 30 or more but less than age 35	750,000
Age 35 or more but less than age 40	
Age 40 or more but less than age 45	
Age 45 or more but less than age 50	500,000
Age 50 or more but less than age 55	500,000
Age 55 or more but less than age 60	250,000
Age 60 or more but less than age 65	250,000
Age 65 or more but less than age 70	
Age 70 or more	50,000

83500 BSB 1003

All Participents who have enrolled their spouse or Domestic Partner in Schedule F under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.*

Less than age 30	31,000,000
Age 30 or more but less than age 35	
Age 35 or more but less than age 40	.1,000,000
Age 40 or more but less than age 45	. 750,000
Age 45 or more but less than age 50	750,000
Age 50 or more but less than age 55	. 750,000
Age 55 or more but less than age 60	500,000
Age 60 or more but less than age 65	500,000
Age 65 or more but less than age 70	250,000
Age 70 or more	100,000

You must be a member of both the American Institute of Certified Public Accountants and a Qualified State Society in order to elect enrollment in Schedule F. If you cease to be a member of either the American Institute of Certified Public Accountants or a Qualified State Society while covered for Dependents Term Life Coverage under Schedule F, the Amount of Insurance for your spouse or Demestic Partner Will reduce to the amount provided under Schedule E.

AMOUNT FOR PARTICIPANTS ENROLLED IN SCHEDULE OF BENEFITS 3

Benefit Classes

Amount of Insurance

All Participants who have enrolled their spouse or Domestic Partner in Schedule Af under the Spouse Life Plant of the American Inetitute of Certified Public Accountants Insurance Trust.

Less than age 55	50,000
Age 55 or more but less than age 65	25,000
Age 65 or more but less than age 70	25,000
Age 70 or more	10,000

All Participants who have enrolled their spouse or Domestic Parlner in Schedule A2 under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	100,000
Age 55 or more but less than age 65	50,000
Age 65 or more but less than age 70	50,000
Age 70 or more	25,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule A3 under the Spouse Lite Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55S	150,000
Age 55 or more but less than age 65	100,000
Age 65 or more but less than age 70	100,000
Age 70 or more	35,000

All Participants who have enrolled their spouse or Domestic Pariner in Schedule A4 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 555	200,000
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	
Age 70 or more	50,000

83500 BSB 1003 All Participants who have enrolled their spouse or Domestic Partner in Schedule A5 under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	000,000
Age 55 or more but less than age 65	200,000
Age 65 or more but less than age 70	
Age 70 or more.	75,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule A6 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	400,000
Age 55 or more but lass than age 65	300,000
Age 65 or more but less than age 70	250,000
Age 70 or more	100,000

All Participants who have enrolled their spouse or Domestio Partner in Schedule A7 under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55\$	500,000
Age 55 or more but less than age 65	400,000
Age 65 or more but less than age 70	300,000
Age 70 or more	150,000

All Participants who have enrolled their spouse or Domestic Parlner in Schedule A8 under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	- /50,000
Age 55 or more but less than age 65	500,000
Age 65 or more but less than age 70	350,000
Age 70 or more	

All Participants who have enrolled their spouse or Domestic Partner in Schedule A9 under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust,*

Less than age 55	000,000
Age 55 or more but less than age 65	750,000
Age 65 or more but less than age 70	
Age 70 or more	250,000

You must be a member of both the American Institute of Certified Public Accountants and a Qualified State Society in order to elect enrollment in Schodule A0. If you coase to be a member of ofther the American Institute of Certified Public Accountants or a Qualified State Society while covered for Dependents Term Life Coverage under Schedule A9, the Amount of Insurance for your spouse or Domestic Partner will reduce to the amount provided under Schedule A8.

AMOUNT FOR PARTICIPANTS ENROLLED IN SCHEDULE OF BENEFITS 4

Benefit Classes

Amount of Insurance

All Participants who have enrolled their spouse or Domestic Partner in Schedule A1 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55 S	50,000
Age 55 or more but less than age 65	25,000
	25,000
Age 70 or more	10,000

All Participants who have enrolled their spouse or Domestic Pariner in Schedule AZ under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	100,000
Age 55 or more but less than age 65	50,000
	50,000
Age 70 cr more	25,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule A3 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	150,000
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	100,000
Age 70 or more	

All Participants who have enrolled their spouse or Domestic Partner in Schedule A4 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	200,000
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	150,000
Age 70 or more	50,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule A5 under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	300,000
Age 55 or more but less than age 65	200,000
Age 65 or more but less than age 70	200,000
Age 70 or more	75,000

All Participants who have enrolled their spouse or Domestic Parlner in Schedule A6 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	400,000
Age 55 or more but less than age 65	300,000
Age 65 or more but less than age 70	250,000
Age 70 or more	100,000

83500 BSB 1003 All Participents who have enrolled their spouse or Domestic Partner in Schedule A7 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55\$	500,000
Age 55 or more but less than age 65	400,000
Age 65 or more but less than age 70	300,000
Age 70 or more	

All Participants who have enrolled their spouse or Domestic Parlner in Schedule A8 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55\$	750,000
Age 55 of more but less than age 65	500,000
Age 65 or more but less than age 70	350,000
Age 70 or more	

All Participants who have enrolled their spouse or Domestic Partner in Schedule A9 under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.*

Less than age 55	000,000
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	
Age 70 or more	

You must be a member of both the American Institute of Certified Public Accountants and a Qualified State Society in order to elect enrollment in Schedule A9. If you cease to be a member of a Qualified State Society white covered for Dependents Term Life Coverage under Schedule A9, the Amount of Insurance for the Participant's spouse or Domestic Partner will reduce to the amount provided under Schedule A8.

If you cease to be a member of the American Institute of Certified Public Accountants while maintaining membership in a Qualified State Society, your Dependents Term Life Coverage will terminate unless coverage was in force prior to April 1, 1997. However, if you were covered for any amount of Dependents Term Life Coverage immediately prior to April 1, 1997, any decrease in Coverage on or subsequent to April 1, 1997 due to ceasing to be a member of the American Institute of Certified Public Accountants while maintaining membership in a Qualified State Society, will result in an amount of Dependents Term Life Coverage not in excess of the previous in force amount.

AMOUNT FOR PARTICIPANTS ENROLLED IN SCHEDULE OF BENEFITS 5

Benefit Classes	Amount of Insurance	
	have enrolled their spouse or Domestic Partner in Schedule AK under the Spous I Institute of Certified Public Accountants Insurance Trust.	se Life
	Lees than age 55	
All Participants who I Flan of the American	have enrolled their spouse or Domestic Partner in Schedule AJ under the Spous I Institute of Certified Public Accountants Insurance Trust.	e Life
	Less than age 55 &	100,000
	Age 55 or more but less than age 65	50,000
	have enrolled their spouse or Domestic Parlner in Schedule Al under the Spouse Institute of Certified Public Accountants Insurance Trust	e Life
	Less than age 55S	150,000
	Age 55 or more but less than age 65	
	Age 65 or more but less than age 70	25,000
	Age 70 or more	10,000
	have enrolled their spouse or Domestic Partner in Schedule AH under the Spous Institute of Certified Public Accountants Insurance Trust.	se Life
	Less than age 55	200,000
	Age 55 or more but less than age 65	150,000
	Age 65 or more but less than age 70	
	Age 70 or more	25,000
All Participants who the Flan of the American	have enrolled their spouse or Domestic Partner in Schedule AG under the Spous Institute of Certified Public Accountants Insurance Trust.	e Lile
	Less than age 55S	300,000
	Age 55 or more but less than age 65	
	Age 65 or more but less than age 70	100,000
	Age 70 ar more	35,000
	nave enrolled their spouse or Domestic Partner in Schedule AF under the Spous Institute of Certifiec Public Accountants Insurance Trust.	e Lite
	Less than age 55S	350.000
	Age 55 or more but less than age 65	
	Age 65 or more but less than age 70	
	Age 70 or more	50,000
All Participants who I Plan of the American	have enrolled their spouse or Domestic Partner in Schedule AE under the Spous Institute of Certified Public Accountants Insurance Trust.	e Life
•	Less than age 55\$	400,000
	Age 55 or more but less than age 65	300,000
	Age 65 or more but less than age 70	200,000
	Age 70 or more	75,000
83500		

All Participents who have enrolled their spouse or Domestic Partner in Schedule AD under the Spouse Life Plan of the American Institute of Certifiec Public Accountants Insurance Trust.

Less than age 55\$	500,000
Age 55 or more but less than age 65	400,000
Age 65 or more but less than age 70	
Age 70 or more	

All Participants who have enrolled their spouse or Domestic Partner in Schedule AC under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55\$	750,000
Age 55 or more but less than age 65	500,000
Age 65 or more but less than age 70	300,000
Age 70 or more	150,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule AB under the Spouse Life Flan of the American Institute of Certifiec Public Accountants Insurance Trust.

Less than age 55	000,000,
Age 55 or more but less than age 66.	750,000
Age 65 or more but less than age 70	350,000
Age 70 or more	

All Participants who have enrolled their spouse or Domestic Partner in Schedule AA under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust."

Less than age 55S1	,500,000
Age 55 or more but less than age 651	000,000,
Age 65 or more but less than age 70	
Age 70 or more,	

You must be a member of the American Institute of Certified Public Accountants and either a Qualified State Society or the Financia Executives Institute in order to elect enrollment in Schedule AA. If you subsequently only maintain your membership in the American Institute of Certified Public Accountants your Optional Dependents I erroll the Coverage will reduce to the amount provided under Schedule AB. If you case to be a member of the American Institute of Certified Public Accountants but maintain your membership in a Qualified State Society or Financial Executives Institute, your amount of Optional Dependents Term Life Coverage will reduce to the highest amount available for Qualified State Society or Financial Executives Institute membership.

However, I you were covered for any amount of Optional Dependents Term Life Coverage immediately prior to April 1, 1997, any decreases in coverage on or subsequent to April 1, 1997 due to ceasing to be a member of the American Institute of Certified Public Accountants while maintaining membership in a Qualified State Society or Financial Executives Institute, will result in a coverage amount not more than the amount in force immediately prior to April 1, 1997.

AMOUNT FOR PARTICIPANTS ENROLLED IN SCHEDULE OF BENEFITS 6

Benefit Classes	Amount of Insurance	
All Participants who h Flan of the American	ave enrolled their spouse or Domestic Partner in Schedule BL under the Spour Institute of Certified Public Accountants Insurance Trust.	se Life
	Lees than age 55	
	ave enrolled their spouse or Domestic Partner in Schedule BK under the Spou Institute of Certified Public Accountants Insurance Trust	se Life
	Less than age 55	
	ave enrolled their spouse or Domestic Partner in Schedule BJ under the Špous Institute of Certified Public Accountants Insurance Trust	se life
	Less than age 55	100,000
	ave enrolled their spouse or Domestic Partner in Schedule Bl under the Spous Institute of Certified Public Accountants Insurance Trust	e Life
	Less than age 55	150,000 50,000
	ave enrolled their epouse or Domestic Partner in Schedule BH under the Spoul Institute of Certified Public Accountants Insurance Trust	se Life
	Less than age 55 S Age 55 or more but less than age 65 S Age 65 or more but less than age 70 S Age 70 or more	200,000
All Participants who ha Flan of the American I	ave enrolled their spouse or Domestic Partner in Schedule BG under the Spou Institute of Certified Public Accountants Insurance Trust.	se Lile
	Less than age 55	250,000 150,000
All Participants who ha	ave enrolled their spouse or Domestic Pariner in Schedule BF under the Spous rist tute of Certified Public Accountants Insurance Trust.	se Life
	Less than age 55	300,000
83600 800 4000	/220 070 11	

All Participants who have enrolled their spouse or Domestic Partner in Schedule BE under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55\$	500,000
Age 55 or more but less than age 65	400,000
Age 65 or more but less than age 70	250,000
Age 70 or more	100,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule ED under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust. A Participant must be a member of the American Institute of Certified Public Accountants in order to elect enrollment in Schedule BD.

Less than age 55\$	750,000
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	
Age 70 or more	150,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule BC under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust. A Participant must be a member of the American Institute of Certified Public Accountants in order to elect enrollment in Schedule BC.

Less than age 55	000.000.1
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	350,000
Age 70 or more	200,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule BB under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust. A Participant must be a member of the American Institute of Certified Public Accountants in order to elect enrollment in Schedule BB.

Less than age 5551	.500,000
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	500,000
Age 70 or more	

All Participants who have enrolled their spouse or Domestic Partner in Schedule BA under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust. A Participant must be a member of the American Institute of Certified Public Accountants and either a Qualified State Society or the Financial Executives Institute in order to elect enrollment in Schedule BA.*

Loes than age 55	\$2,000,000
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	1,000,000
Age 70 or more	

* You must be a member of the American Institute of Certified Public Accountants and either a Qualified State Society or the Financia. Executives Institute in order to elect enrollment in Schedule BA. If you subsequently only maintain your membership in the American Institute of Certified Public Accountants your Optional Dependents Term Life Coverage will reduce to the amount provided under Schedule BB. If you cease to be a member of the American Institute of Certified Public Accountants but maintain your membership in a Qualified State Society or Financia. Executives Institute, your amount of Optional Dependente Term Life Coverage will reduce to the highest emount evallable for Qualified State Society or Financial Executives Institute membership.

83500 ESB 1003

However, If you were covered for any amount of Optional Dependents Term Life Coverage immediately prior to April 1, 1997, any decreases in coverage on or subsequent to April 1, 1997 due to ceasing to be a member of the American Institute of Certified Public Accountants while maintaining membership in a Qualified State Society or Financial Executives Institute, will result in a coverage amount not more than the amount in force immediately prior to April 1, 1997.

AMOUNT FOR PARTICIPANTS ENROLLED IN SCHEDULE OF BENEFITS 7

Benefit Classes	Amount of Insurance	
	have enrolled their spouse or Domestic Pertner in Schedule BM under the Spouse Life. Institute of Certified Public Accountants Insurance Trust.	
	Age 50 or more but less than age 55	
	nave enrolled their spouse or Domestic Partner in Schedule BL under the Spouse Life Institute of Certified Public Accountants Insurance Trust	
	Less than age 55	
	Less than age 55	
All Participants who h Flan of the American	ave enrolled their spouse or Domestic Partner in Schedule 8J under the Spouse Life Institute of Certified Public Accountants Insurance Trust.	
	Less than age 55 \$ 150,000 Age 55 or more but less than age 65 100,000 Age 65 or more but less than age 70 25,000 Age 70 or more 10,000	
All Participants who h Plan of the American	ave enrolled their spouse or Domestic Partner in Schedule Bil under the Spouse Life Institute of Certified Public Accountants Insurance Trust.	
	Less than age 55	
	Age 55 or more but less than age 65	
	Age 65 or more but less than age 70	
All Participants who have enrolled their spouse or Domestic Parlner in Schedule BH under the Spouse Life Plan of the American Inetitute of Certified Public Accountants Insurance Trust		
	Less than age 55	
	Age 55 or more but less than age 65	
	Age 65 or more but less than age 70	
	Age 70 or more	
All Participants who have enrolled their spouse or Domestic Partner in Schedule BG under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.		
	Less than age 55	
	Age 55 or more but less than age 65	
	Age 65 or more but less than age 70	
	Age 70 or more	
83500		
BSB 1003	(14273-266)	
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All Participants who have enrolled their spouse or Domestic Parlner in Schedule BF under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55\$	400,000
Age 55 or more but less than age 65	300,000
Age 65 or more but less than age 70	200,000
Age 70 or more	

All Participants who have enrolled their spouse or Domestic Partner in Schedule BE under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55 \$	500,000
Age 55 or more but less than age 65	400,000
Age 65 or more but less than age 70	
Age 70 or more	100,000

All Participams who have enrolled their spouse or Domestic Partner in Schedule BD under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust. A Participant must be a member of a Qualified State Society or the Financial Executives Institute in order to elect enrollment in Schedule BD.

Age 65 or more but less than age 70	\$500,000
Age 70 or trore	150,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule BD under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust. A Participant must be a member of the American Institute of Certified Public Accountants in order to elect enrollment in Schedule BD.

Less than age 55	\$750,000
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	300,000
Age 70 or more	150,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule BC under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance rust. A Participant must be a member of the American Institute of Certified Public Accountants in order to elect enrollment in Schedule BC.

Less than age 55S1	.000,000
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	350,000
Age 70 or more	

All Participants who have enrolled their spouse or Domestic Partner in Schedule BB under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust. A Participant must be a member of the American Institute of Certified Public Accountants in order to elect enrollment in Schedule BB.

Less than age 55	000,000,
Age 55 or more but less than age 65	000,000
Age 65 or more but less than age 70	500,000
Age 70 or more	253,000

83500 BSB 1003 All Participants who have enrolled their spouse or Domestic Partner in Schedule BA under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust. A Participant must be a member of the American Institute of Certified Public Accountants and errier a Gualified State Society of the Financial Executives Institute in order to elect enrollment in Schedule BA.*

Loce than age 55	\$2,000,000
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	
Age 70 or more	

You must be a member of the American Institute of Certified Public Accountants and either a Qualified State Society or the Financia. Executives Institute in order to electional ment in Schedule BA. If you subsequently only maintain your membership in the American Institute of Certified Public Accountants your Optional Dependents Term Life Coverage will reduce to the amount provided under Schedule BB. If you cease to be a member of the American Institute of Certified Public Accountants but maintain your membership in a Qualified State Society or Financial Executives Institute, your amount of Optional Dependents Term Life Coverage will reduce to the highest amount available for Qualified State Society or Financial Executives Institute membership.

However, if you were covered for any amount of Optional Dependents Term Life Coverage immediately prior to April 1, 1997, any decreases in coverage on or subsequent to April 1, 1997 due to ceasing to be a member of the American Institute of Certified Public Accountants while maintaining membership in a Qualified State Society or Financial Executives Institute, will result in a coverage amount not more than the amount in force immediately prior to April 1, 1997.

AMOUNT FOR PARTICIPANTS ENROLLED IN SCHEDULE OF BENEFITS 9

Benefit Classes

Amount of insurance

All Participants who have enrolled their spouse or Domestic Partner in Schedule CN under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Age 50 or more but less than age 55... \$50,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule CM under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 50	\$50,000
Age 50 or more but less than age 55	100,000
Age 55 or more but less than age 65	25,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule CL under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust

Less than age 50	3100,000
Age 50 or more but less than age 55	150,000
Age 55 or more but less than age 65	50,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule CK under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 50	\$150.000
Age 50 or more but less than age 55	
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	
Age 70 or more but less than age 75	

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All Participants who have enrolled their spouse or Domestic Parlner in Schedule CJ under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 50	\$200,000
Age 50 or more but less than age 55	
Age 55 or more but less than age 65	150,000
Age 65 or more but less than age 70	50.000
Age 70 or more but less than age 75	

All Participants who have enrolled their spouse or Domestic Partner in Schedule CI under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	5300,000
Age 55 or more but less than age 65	200,000
Age 65 or more but less than age 70	
Age 70 or more but less than age 75	

All Participants who have enrolled their spouse or Domestic Partner in Schedule CH under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	\$350,000
Age 55 or more but less than age 65	250,000
Age 65 or more but less than age 70	150,000
Age 70 or more but less than age 75	

All Participants who have enrolled their spouse or Domestic Partner in Schedule CG under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	\$400,000
Age 55 or more but less than age 65	300,000
Age 65 or more but less than age 70	.200,000
Age 70 or more but less than age 75	

All Participants who have enrolled their spouse or Domestic Partner in Schedule CF under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	\$500,000
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	250,000
Age 70 or more but less than age 75	100,000

All Participants who have enrolled their species or Domestic Partner in Schedule CE under the Species Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	\$750,000
Age 55 or more but less than age 65	500,000
Age 65 or more but less than age 70	300,000
Age 70 or more but less than age 75	150,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule CD under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	350,000
	200,000

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All Participants who have enrolled their spouse or Domestic Partner in Schedule CC under the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55,	\$1,500,000
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	
Age 70 or more but less than age 75	250,000

All Participants who have enrolled their spouse or Domestic Partner in Schedule CB under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.

Less than age 55	\$2,000,000
Age 55 or more but less than age 65	1,500,000
Age 65 or more but less than age 70	1,000,000
Age 70 or more but less than age 75	

All Participants who have enrolled their spouse or Domestic Partner in Schedule CA under the Spouse Life Flan of the American Institute of Certified Public Accountants Insurance Trust.*

Less than age 55	\$2,500,000
Age 55 or more but less than age 65	
Age 65 or more but less than age 70	1.500.000
Age 70 or more but less than age 75	750.000

You must be a member of the American Institute of Certified Public Accountants and either a Qualified State Society or the Financia Executives Institute in order to elect enrollment in Schedule CA. If you subsequently only maintain your membership in the American Institute of Certified Public Accountants your Optional Dependents I erri. Life Coverage will reduce to the amount provided under Schedule CB. If you cease to be a member of the American Institute of Certified Public Accountants but maintain your membership in a Qualified State Society or Financial Executives Institute, your amount of Optional Dependents Term Life Coverage will reduce to the highest amount available for Qualified State Society or Financial Executives Institute membership.

However, I you were covered for any amount of Optional Dependents Term Life Coverage immediately prior to April 1, 1997, any decreases in coverage on or subsequent to April 1, 1997 due to ceasing to be a member of the American Institute of Certified Public Accountants white maintaining membership in a Qualified State Society or Financial Executives Institute, will result in a coverage amount not more than the amount in force immediately prior to April 1, 1997.

Changing Plans: You may elect to have your amount of insurance under the Coverage changed. You must do this on a form approved by Prudential and agree to make any required contributions. Your new amount of insurance for your apeuse or Domestic Partner will be provided under the most current Schedule of Benefits, described under separate cover.

If you request an increase in your amount of insurance for your spouse or Domestic Partner, you must give evidence of insurability. If Prudential decides the evidence is satisfactory and your request is then processed on or before the 14th day of the month, your amount of insurance for your spouse or Domestic Partner will be increased on the first day of the month in which your request was processed. If Prudential decides the evidence is satisfactory and your request is then processed on the 15th day of the month or later, your amount of insurance for your spouse or Domestic Partner will be increased on the first day of the month following the month in which your request was processed.

If you request a decrease in the amount of your insurance for your spouse or Domestic Partner and your request is precessed on or before the 14th day of the month, your insurance for your spouse or Domestic Partner will be decreased as of the first day of the month in which your request was processed.

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If you request a decrease in the amount of your insurance for your spouse or Domestic Partner, and your request is processed on the 15th day of the month or later, your insurance for your spouse or Domestic Fartner will be decreased on the first day of the month following the month in which your request was processed.

Amount Limit Due to Age: When your spouse or Domestic Partner is age 75 or more, your spouse's or Comestic Partner's amount of insurance is limited. It is the lesser of; (i) 50% of the amount for which your spouse or Domestic Partner would then be insured if there were no limitation, and (ii) 6500 000. This Limit will not apply until the contract anniversary coincident with or next following your spouse or Domestic Partner's attainment of age 75.

A Participant's Dependents Term Life Coverage will be terminated on the October 1 coincident with or next following your spouse's or Domestic Partner's attainment of age 80.

Effect of Option to Accelerate Payment of Death Benefits: The amount of insurance on your scouse or Domestic Partner (as determined in the absence of this provision) will be reduced by the amount of any Terminel Illness Proceeds peid under the Option to Accelerate Payment of Death Benefits.

Assignments: All assignments are allowed.

OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

BENEFIT AMOUNTS UNDER DEPENDENTS INSURANCE:

Amount For Each Benefit Class: You can either elect or decline Accidental Death and Dismemberment Insurance for your spouse or Domestic Partner. If you choose to enroll your spouse or Domestic Partner for Optional Accidental Death and Dismemberment, the amount of insurance for your spouse or Domestic Partner will be an amount equal to the amount for which your spouse or Domestic Partner is insured under the Optional Dependents Term Life Coverage except that if your Optional Dependents Term Life Coverage is reduced by any amount paid out under the Option to Accelerate Payment of Death benefits, that reduction will not apply to this Coverage.

If you cease to be a member of all included Associations, your insurance will terminate on the last day of the month in which you maintained your membership.

Your insurance will terminate on the October 1 on or following your spouse's or Domestic Partners attainment of age 75.

Changing Plans: If you are not enrolled for Optional Accidental Death and Dismemberment Coverage for your spouse or Domestic Partner, you may elect to enroll for the Coverage or if you are enrolled for Optional Accidental Death and Dismemberment Coverage for your spouse or Domestic Partner, you may elect to terminate this Coverage. If you enroll for the Coverage, it will be provided under the most current Schadule of Benefits. If your request to change your Coverage is processed on the fore the 14th day of the month your change will be effective on the first day of the month in which your request was processed. If your request to change your Coverage is processed on the 15th day of the month or later, your change will be effect ye on the first day of the month following the month in which your request was processed.

TO WHOM PAYABLE:

Accidental Death and Dismemberment benefits are payable to you with this exception: If you are not living, benefits for a dependent's Losses are payable to the dependent who suffered the Loss. If that dependent is not living, the benefits will be payable to the first of the following: the dependent's (a) surviving spouse; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares. (d) surviving siblings in equal shares; (e) estate

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OTHER INFORMATION

Contract Holder: THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

INSURANCE TRUST

Group Contract No.: G 14273

Included Associations: The American Institute of Certified Public Accountants, any Qualified State Societies, and the Financial Executives Institute (when applicable) are Included Associations under the Group Contract. A Qualified State Society is an organization of persons in the accounting profession which has been reported to Prudential by the Contract Holder as being eligible to have its members become Participants under the Group Contract.

Cost of Insurance: The insurance in this Booklel is Contributory Insurance. You will be informed of the amount of your contribution when you enroll.

Prudential's Address:

The Prudential Insurance Company of America 80 Livingston Avenue Roseland, New Jersey 07008

WHEN YOU HAVE A CLAIM

Each time a claim is made, it should be made without delay. Use a claim form, and follow the instructions on the form.

If you do not have a claim form, contact the Plan Agent, Aon Insurance Services.

Aside from the Life coverage, the coverage described in this Booklet provides only ACCIDENT coverage. It does NOT provide basic hospital, basic medical, or major medical insurance as defined by the New York State Insurance Department.

IMPORTANT NOTICE - THE COVERAGE DESCRIBED IN THIS BOCKLET DOES NOT PROVIDE COVERAGE FOR SICKNESS.

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RATE CLASSES

Rate Classes Under the Group Contract: When you are first approved for coverage for your dependent spouse, your spouse is assigned to a rate class. Your spouse's rate class depends upon his or her age, gender and health. That rate class may expire at a future date.

Your spouse's rate class and rate class expiration date are listed on the Certificate of Coverage page.

Changes in Rate Classes Due to Rate Class Expiration: Rates for your Dependents Term Life coverage Increase as your spouse gets older. But, if your spouse is between the ages of 45 and 79, your spouse may have an opportunity to qualify for a rate class with lower rates or to continue in a current lower rate class when that rate class would otherwise expire. If this applies to you, you will receive notice of your opportunity to submit evidence of your spouse's insurability to Prudential.

If you choose to submit evidence of insurability and if the evidence of insurability is satisfactory to Prudential, your spouse will be moved to a rate class with lower rates, or your spouse will continue in the current rate class if that class has lower rates. If the evidence of insurability is not satisfactory to Prudential or if you choose not to submit evidence of insurability, your spouse will be assigned to a rate class with higher rates. Your Dependent Term I ife coverage will continue.

Notice: Prudential will notify you at least 30 days before your accuse's rate class expiration date. The notice will state: your spouse's current rate class and its expiration date; your spouse's new rate class and its expiration date; if any; and how to apply for a rate class with lower rates or continue in a current lower rate class. It will be sent to your last known address in our records.

Increases in Coverage: If you apply for an increase in coverage for your spouse, you must provide evidence of your spouse's insurability. If the evidence of insurability is satisfactory to Prudential, your spouse will be assigned to a rate class for the increased amount of insurance.

If that rate class is the same as the rate class for your spouse's original amount of insurance, the rate class for the original amount of insurance will not be affected by the increase

If your spouse is approved for increased coverage and assigned to a rate class with lower rates, your spouse will also be moved to that rate class with lower rates for the original amount.

If your spouse is not approved for increased coverage, then the original coverage will continue and your spouse will remain in the original rate class until the rate class expiration date."

*Any continuation of coverage is contingent upon continued premium contributions and any other requirements outlined in this certificate.

Rights of the Contract Holder: The Contract Holder has the right to ask Prudential to add more or change rate classes in the future. The Contract Holder also has the right to: add other coverage; to terminate this Coverage; and/or to replace it with other coverage issued by Prudential or another Insurance company.

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CHANGES IN RATES

The rates are determined in advance for each contract year. They are based on: the dependent's age; rate class; and provisions of the Coverage. This calculation uses: Prudent at a expected overall group life experience; the Contract Holder's expected overall experience; and the expected experience of each rate class under this Group Contract.

Who is Eligible to Become Insured

FOR OPTIONAL PARTICIPANT INSURANCE

You are eligible for Optional Participant Insurance while:

- You are a member of an Included Association; and
- You are in a Covered Class

Your class is determined by the Contract Holder. This will be done under its rules, on dates it sets. The Contract Holder must not discriminate among persons in like situations.

FOR DEPENDENTS INSURANCE

You are eligible for Dependents Insurance while:

- You are eligible for Participant Insurance; and
- You have a Cualified Dependent.

Qualified Dependents:

These are the persons for whom you may obtain Dependents insurance:

Your spouse or Domestic Partner.

Your Domestic Partner is a person of the same or opposite sex who:

- (*) you report in an affidavit of domestic partnership satisfactory to Prudential; and
- (2) Is in a single dedicated serious and committed relationship virth you of at least 12 months; and
- (3) has shared a single permanent residence with you for at least 12 consecutive months prior to the person's enrollment in the Program; and
- (4) Is an unmarried adult age 18 or older; and
- (5) is not related to you by blood or a degree of closeness that would prohibit marriage in the law of the state in which you reside; and
- (6) is mentally competent to consent to contract; and
- (7) is not mair ed to another person under statulory or common law nor in a domestic partnership with another person; and
- (8) Is financially interdependent with you, and
- (9) is not otherwise a Qualified Dependent under the Program.

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Either a spouse or a Domestic Partner may be a Qualified Dependent under the Program at any one time, but not both at the same time.

Exceptions:

- (1) For Dependents Term Life Coverage, your spouse or Domestic Partner is not your Qualified Dependent white:
 - (a) on active duty in the armed forces of any country; or
 - (b) insured under any Participant Term Life Coverage of the Group Contract; or
 - (c) the spouse or Domestic Partner has protection under any Participant Term Life Coverage of the Group Contract after the spouse's or Domestic Partner's insurance under that Coverage ends.
- (2) For accident Coverage, your spouse or Domestic Fartner is not your Qualified Dependent while:
 - (a) on active duty in the armed forces of any country; or
 - (b) Insured under the Group Contract as a Participant.

The rules for obtaining Dependents Insurance are in the When You Become Insured section

When You Become Insured

FOR DEPENDENTS INSURANCE

Your Optional Dependents Insurance under a Coverage for your spouse or Domestic Fartner begins on the first day that has been reported to Prodential as your plan entrarice date and you have met the following criteria:

- You requested participation in the Spouse Life Plan of the American Institute of Certified Public Accountants Insurance Trust on a form satisfactory to Prudential and made the initial required contribution.
- The person is your Qualified Dependent.
- You are in a Covered Class for that insurance.
- For Dependents Term Life Insurance, you have met any evidence requirement for that Qualified Dependent.
- Dependents Insurance under that Coverage is part of the Group Contract.

At any time, the Dependents Insurance benefits for which you are insured are those for your class, unless otherwise stated

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When evidence is required for Dependents Term Life Insurance: You will be required to provide evidence of insurability. This requirement will be met when Prudential decices the evidence is satisfactory.

Optional Dependents Term Life Coverage

FOR YOUR DEPENDENTS ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON

If a dependent dies:

- (a) While a Covered Person under this Coverage; or
- (b) During the conversion period after all of the term insurance under this Coverage ends;

the amount of insurance on that dependent under this Coverage is payable when Prudential receives written proof of death, subject to the subsection Suicida below.

Suicide – If your dependent spouse dies because of suicide, the following applies:

- (1) The term insurance death benefit will not be paid if your dependent spouse dies because of suicide within two years of the date your dependent spouse becomes a Covered Person.
- (2) The amount of any increase in your dependent spouse's term insurance for which your dependent spouse enrolls will not be paid if your dependent spouse dies because of suicide during the period beginning on the effective date of the increase of the term insurance and ending two years after that date.

In each case, you will be baid the amount of your contribution for the term insurance not payable because of suicide with no interest.

B. DEATH BENEFIT DURING A CONVERSION PERIOD

A death benefit is payable under this Section B if a dependent dies:

- (1) Within 31 days after cassing to be a Covered Person or within 31 days after the date the amount of insurance for which you are insured under this Coverage with respect to a dependent is reduced; and
- (2) while entitled (under Section C) to a conversion of the insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage which could have been converted. It is payable even if conversion was not applied for. It is payable when Prudential receives written proof of death.

C. CONVERSION PRIVILEGE

This privilege applies if you cease to be insured for all or part of the Dependents Term Life Coverage of the Group Centract with respect to a dependent. It also applies if your amount of insurance uncer this Coverage with respect to a dependent is reduced by reason of your age, the end of your membership in a Covered Class, or an amendment to the Group Contract that changes the benefits for your class. That dependent may have your insurance on the dependent under this Coverage, which then ends, converted to an individual life insurance contract. Evidence of insurability is not required. However, conversion is not available if the insurance ends because you fail to make any required contribution for insurance under the Group Contract.

Any such conversion is subject to the rest of this Section C.

Availability: The individual contract must be applied for and the first premium must be paid within 31 days after you cease to be insured for Dependents Term Life Coverage with respect to the dependent or the amount of such insurance is reduced. You have the right to convert to any individual contract customarily issued by Prudential at the age and amount applied for.

Individual Contract Rules: The individual contract must conform to the following:

Amount: If you cease to be insured for the Dependents Term Life Coverage with respect to a dependent, not more than the amount of such insurance ending under this Coverage. But, if it ends because all the Dependents Term Life Coverage of the Group Contract for your class ends, the total amount of individual insurance which may be obtained in place of a little Dependents Term Life Coverage on the dependent then ending under the Group Contract viill not exceed the total amount of all your Dependents Term Life Coverage on the dependent then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible with respect to the dependent within the next 45 days.

If your amount of insurance under this Coverage on a dependent is reduced, not more than the amount of the reduction.

Form: Any individual contract customarily issued that:

- (1). conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on serving
- (2), is one that Prudential usually issues at the age and amount applied for.

This does not include term insurance or a contract with disability or supplementary benefits. But, the contract may be issued with preliminary term insurance that lasts for one year starting with its effective date.

Premium: Based on Prudential's rate as it applies to the form and amount, and to the dependents class of risk and age at the time.

Effective Date: The end of the 31 day period during which it may be applied for

Any death perefit provided under a section	of this Coverage is payable	e according to that section and
the Beneficiary Rules.		

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Option to Accelerate Payment of Death Benefits

FOR YOUR DEPENDENT SPOUSE OR DOMESTIC PARTNER

Notes:

- Receipt of accelerated death benefits may affect eligibility for public assistance programs and may be taxable.
- (2) If you elect this option, you will not be charged an administrative fee, and the Terminal Illness Proceeds described below will not be discounted.

The following is added to the Dependents Term Life Coverage provision:

Definitions

- Terminally III Dependent: A dependent spouse or Domestic Partner whose life expectancy is 6 months or less
- Terminal Illness Proceeds: The amount of Dependents Term Life Insurance that you may elect to place under this option. The Terminal Illness Proceeds are equal to 75% of the amount in force on your dependents life on the date Prudential receives the proof that your dependent is a Terminally III Dependent. But, you may elect a smaller amount that is not less than the Minimum Election Amount. The Minimum Election Amount is 25% of the amount in force on your dependent's life on the date Prudential receives the proof that your dependent is a Terminally III Dependent.

However, the Terminal Illness Proceeds may be reduced if within 5 months after the data Prudential receives such proof, a recuction on account of age would have applied to the amount of your Dependents Term Life Insurance for that dependent. In that case, the amount of the Terminal Illness Proceeds may not exceed the amount of such Insurance after applying the reduction.

Option: If your dependent becomes a Terminally III Dependent while insured under the Dependents Term Life Insurance provision, or while the dependent's death benefit protection is being extended under the Dependents Term Life Insurance provision, you may elect to have the Terminal Iness Proceeds placed under this oction. That election is subject to the conditions set forth below.

Payment of Terminal Illness Proceeds: If you elect this option, Prudentia will pay the Terminal Illness Proceeds you place under this option in one sum when it receives proof that your dependent is a Terminally III Dependent.

To Whom Payable: The benefits under this provision are payable to you

Conditions: Your right to be paid under this option is subject to these terms:

(1) You must choose this option in writing in a form that satisfies Prudential,

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- (2) You must furnish proof that satisfies Prudential that your dependent's life expectancy is 6 months or less, including certification by a Doctor.
- (3) Your Dependents Term Life Insurance must not be assigned.
- (4) Terminal Illness Proceeds will be made available to you on a voluntary basis only. Therefore:
 - (a) If you are required by law to use this obtoin to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit
 - (b) If you are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement, you are not eligible for this benefit.

Effect on Insurance: This benefit is in lieu of the benefits that would have been paid on your dependent's death with respect to the Terminal Illness Proceeds. When you elect this option, the total amount of Dependents Term Life Insurance otherwise payable on your dependents ceath, including any amount under an extended death benefit, will be reduced by the Terminal Illness Proceeds. Also, you may not convert any amount of Dependents Term Life Insurance which ends because it is paid under this option.

Effect on Contributions: The amount of your contribution, it any, will be adjusted based on the amount of your Dependents Term Life Coverage remaining in force.

Optional Accidental Death and Dismemberment Coverage

FOR YOUR DEPENDENTS

This Coverage pays benefits for accidental Loss.

Loss means the person's:

- (1) loss of life;
- (2) total and permanent lose of sight;
- (3) loss of hand or foot by severance at or above the wrist or ankle.

A. BENEFITS.

Benefits for accidental Loss are payable only if all of these conditions are met

- (1) The person sustains an accidental bodily Injury while a Covered Person.
- (2) The Loss results directly from that Injury and from no other cause.
- (3) The person suffers the Loss within 90 days after the accident.

Not all such Losses are covered. See Losses Not Covered below.

Benefit Amount Payable: The amount payable depends on the type of Loss as shown below. All benefits are subject to the Limitation Per Accident below.

Percent of the Person's Amount of Insurance

Loss of or by Reason of.

Life	
Buth Hands	
Both Feet	
Sight of Both Eyes	100
One Hand and One Foot	
One I and and Sight of One Eye	
One Foot and Signt of One Eve	
One Hand	50
One Foot	
	50

83500 ADD R 5020 **Limitation Per Accident:** No more than the Amount of Insurance on a person at the time of the accident will be paid for all Losses resulting from Injuries sustained in that accident.

B. LOSSES NOT COVERED.

A Loss is not covered if it results from any of these:

- (1) Suicide or attempted suicide.
- (2) Intertionally self-inflicted injuries, or any attempt to inflict such injuries.
- (3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- (4) Medical or surgical treatment of Sickness, whether the Loss results directly or incirectly from the treatment.
- (5) Any intection. But, this does not include:
 - (a) a pyogenic infection resulting from an accidental cut or wound; or
 - (b) a bacterial infection resulting from accidental ingestion of a contaminated substance.
- (6) War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression.
- (7) Travel or other movement by means of, or descent from or with, any kind of moving a roral aboard which the Participant has any cuties relating in any way to such aircraft or its operation equipment, passengers, crew or aboard which he is giving or receiving training for any such duties ("alteraft" includes rocket craft or any other vehicle, conveyance or device designed for travel or other movement in or beyond the carth's atmosphere).

The Claim Rules and the "To Whom Payable"	part of the Schedule of Benefits apply to the payment
of the benefits.	

Beneficiary Rules

The rules in this section apply to insurance payable under the group contract or account of a dependent's death, when the Coverage states that they do. Any insurance payable on account of a dependent's death is payable to the You, the Participant. But that Participant may choose any other person as Beneficiary. In that case, the insurance will be payable to such other person. If there is an assignment, these rules are modified by the Limits on Assignments section.

"Beneficiary" means a person chosen by the Participant, on a form approved by Prudential, to receive the insurance penefits.

If there is a Beneficiary for the insurance, it is payable to that Beneficiary. Any amount of insurance for which there is no Beneficiary at your dependents death will be payable to You. But, if you are not living, at the death of the dependent and if there is no Beneficiary, the death benefit is payable to the first of the following: the dependent's (a) surviving spouse; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate. This order will apply unless otherwise provided in the limits on Assignments

The Participant may charge the Beneficiary at any time without the consent of the precent Beneficiary. The Beneficiary charge form must be filed through the Contract Holder. The change will take effect on the date the form is signed. But it will not apply to any amount paid by Prudential before it receives the form

If there is more than one Beneficiary but the Beneficiary form does not specify their shares, they will share equally. If a Beneficiary dies before your covered dependent, that Beneficiary's interest will end, it will be shared equally by any remaining Beneficiaries, unless the Beneficiary form states otherwise

Incontestability of Dependents Life Insurance

This I mits Prudential's use of a Participant's statements in contesting an amount of Dependents Life Insurance for which the Participant is insured with respect to a dependent. These are statements made to persuade Prudential to accept you for insurance.

They will be considered to be made to the best of your knowledge and belief. These rules apply to each statement.

- It will not be used in the contest unless:
 - (a) It is in a written instrument signed by the Participant; and
 - (b) A copy of that instrument is or has been furnished to the Participant or to the Participant's Beneficiary.
- (2) If it relates to the dependents insurability, it will not be used to contest the validity of Dependents Life Insurance which has been in force, before the contest, for at least two years during the Participant's lifetime.

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LIMITS ON ASSIGNMENTS

You may assign your insurance under a Coverage. Unless the Schedule of Benefits states otherwise, the following rules apply to assignments: (1) Insurance under any Coverage providing periodic benefits on account of disability may be assigned only as a gift assignment (2) insurance under any Coverage providing death benefits may be assigned either as a gift assignment or as an assignment to a viatical settlement company licensed in accordance with section 7802 of New York Insurance Law; (3) Insurance under any other Coverage may be assigned without restriction. Any rights, benefits or privileges that you have as a Participant may be assigned. This includes any right you have to choose a Beneficiary or to convert to another contract of insurance. Prudential will not decide if an assignment does what it is intended to do. Prudential will not be held to know that one has been made unless it or a copy is filter with Prudential filtrough the Contract Holder.

This paragraph applies only to insurance for which you have the right to choose a Beneficiary, when that right has been assigned. If an assigned amount of insurance becomes payable on account of your death and, at your death, there is no Beneficiary chosen by the assignee, if will be payable to:

- (1) the assignee, if living; or
- (2) the estate of the assignee, if the assignee is not living.

It will not be payable as stated in the Beneficiary Rules

GRP 113046

EFFECT OF GIFT ASSIGNMENT OF RIGHTS OF GROUP LIFE INSURANCE UNDER ANOTHER GROUP CONTRACT

This Section applies to all Coverages providing Participant death benefits

If you are eligible for insurance under the Group Contract on the Group Contract's effective date you will have no rights, benefits or privileges under any such Coverage if, on the day before that date, all the following were true.

- (1) You were insured for group life insurance under another group contract. That contract was issued by Prudential or another insurance carrier to cover Participants who are members of an Included Association.
- (2) Your group life insurance under the other group contract ended.
- (3) An irrevocable and absolute gift assignment made by you was in effect. It was made before the other contract ended. That assignment was of all your rights, benefits and privileges of the group life insurance under the other group contract. Those rights were owned by the assignee or the assignee's successor.

The owner of those rights of the group life insurance under the other group contract on the day before this Group Contract's effective date will be the owner of the rights, benefits, and privileges you would have had under a Coverage if this section did not apply. This includes, but is not limited to, any right of assignment you would have had under the Limits on Assignments section above. The term "assignee" as used in that section includes such an owner.

The term "group life insurance", as used above, means only group life insurance provided , inder a group contract in effect on the day before the date the Included Association became included under the Group Contract.

83500 BAS 1004 (as modified by GRP 113046)

(* 4273-266)

DEFINITIONS

Calendar Year: A year starting January 1.

Contributory Insurance, Non-contributory Insurance: Contributory Insurance is insurance for which the Contract Holder has the right to require your contributions. Non-contributiony Insurance is insurance for which the Contract Holder does not have the right to require your contributions. The Schedule of Benefits shows whether insurance under a Coverage is Contributory Insurance or Non-contributory Insurance.

Coverage: A part of the Booklet consisting of

- (1) A benefit page labeled as a Coverage in its tille.
- (2) Any page or pages that continue the same kind of benefits.
- (3) A Schedule of Benefits entry and other benefit pages or forms that by their terms apply to that kind of benefits.

Covered Person under a Coverage: A Participant who is insured for Participant Insurance under that Coverage; a Qualified Dependent for whom a Participant is insured for Dependents Insurance, if any, under that Coverage.

Dependents insurance: insurance on the person of a dependent

Doctor: A licensed practitioner of the healing arts acting within the scope of the license.

Included Associations: The American Institute of Certified Public Accountants, any Qualified State Societies, and the Financial Executives Institute (when applicable) are included Associations under the Group Contract. A Qualified State Society is an organization of persons in the accounting profession which has been reported to Powtential by the Contract. Holder as being eligible to have its members become Participants under the Group Contract.

Injury: Injury to the body of a Covered Person.

Participant: A person who is a member of an Induced Association under the Group Contract. The term also applies to that person for any rights after insurance ends.

Participant Insurance: Insurance on the person of a Participant.

Prudential: The Prudential Insurance Company of America.

Sickness: Any disorder of the body or mind of a Covered Person, but not an Injury; pregnancy of a Covered Person, including abortion, miscarriage or chilobirth.

You: A Farticipant

CLAIM RULES

These rules apply to payment of benefits under a Coverage when the Coverage states that they do.

Proof of Loss: Prudential must be given written proof of the loss for which claim is made under the Coverage. This proof must cover the obscinence, character and extent of that has ill most be furnished within 90 days after the date of the loss, except that:

- (1) If any Coverage provides for periodic payment of benefits at monthly or shorter intervals, the proof of loss for each such period must be furnished within 90 days after its end.
- (2) If payment under a Coverage is to be made for charges incurred during a Calendar Year, the proof for that Calendar Year must be furnished within 90 days after its end.

A claim will not be considered valid unless the proof's furnished within these time limits. However, it may not be reasonably possible to do so. In that case, the claim will still be considered valid if the proof is furnished as soon as reasonably possible.

When Benefits are Paid: Benefits are paid when Prudential receives written proof of the loss. But, if a Coverage provides that benefits are payable at equal intervals of a month or less, Prudential will not have to pay those benefits more often.

A benefit unpaid at your death will be pald to your Beneficiary or Beneficiaries. (See Beneficiary Rules.) But this does not apply if the Coverage or the Limits on Assignments section on an earlier page states otherwise.

Physical Exam: Prudential, at its own expense that the right to examine the person whose loss is the basis of claim. Prudential may do this when and as often as a reasonable while the claim is pending.

Legal Action: No action at law or in equity shall be prought to recover on the Group Contract until 60 days after the written proof described above is furnished. No such action shall be brought more than three years after the end of the time within which proof of loss is required.

INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY

This limits Prudential's use of your statements in contesting an amount of that insurance for which you are insured. These are statements made to persuade Prudential to effect an amount of that insurance. They will be considered to be made to the best of your knowledge and belief. These rules apply to each statement:

- (1) It will not be used in a contest to avoid or reduce that amount of insurance unless:
 - (a) It is in a written instrument signed by you; and
 - (b) A copy of that instrument is or has been furnished to you.
- (2) It will not be used in the contest after that amount of insurance has been in force, before the contest, for at least two years during your lifetime.

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When Your Insurance Ends

DEPENDENTS INSURANCE

Your Dependents Insurance under a Coverage or your Dependents Insurance under a Coverage will end when the first of these occurs:

You are no longer in the Covered Classes for any reason.

Your class is removed from the Covered Classes for the insurance

The part of the Group Contract providing the insurance ends.

For Contributory Insurance under a Coverage of the Group Contract, you fail to pay, when due, any contribution required. If you make a written request to the Plan Agent to end the Dependents Insurance for a Qualified Dependent under the accident Coverage, the Insurance for that person will end.

Your Dependents incurance for a Qualified Dependent under a Coverage will end when that person ceases to be a Qualified Dependent for that Coverage.

Your Depandents Insurance for a Qualified Dependent under a Coverage will not end due to divorce.

Continued Coverage After Your Age 80: The above provisions will not result in termination of your Dependents Insurance when your coverage terminates at attained age 80 under the CPA Life Insurance Plan provided your spouse has not attained age 80. In no event, however, will the Dependents Insurance be continued beyond the dependents attainment of age 80.

Continued Coverage After Your Death or Divorce: The above provisions will not result in termination of your Dependents Insurance upon your death or divorce, provided the Contract Holder permits the Dependents Insurance to be continued. In doing this, the Contract Holder must not discriminate in like situations. In no event, however, will the Dependent's insurance be continued beyond the dependent's attainment of age 80.

When the Dependents Insurance is so continued, the Contract Holder may require contributions. All other items of the Group Contract will apply as if you had not died or divorced.

Vermont Mandatory Civil Union Endorsement

PURPOSE

Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons. This endorsement is part of and amends this policy, contract or certificate to comply with Vermont law.

DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS

The definitions, terms, conditions and any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandalory endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship or that may be construed to mean or refer to a marital relationship, such as "marriage," "spouse, ""husband," "wife," "dependent," "next of kin," "relative," "beneficiary," "survivor," "immediate family" and any other such terms include the relationship greated by a civil union established according to Vermont law.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.

Terms that mean or refer to family relationships arising from a marriage, such as "family," "immediate family," "dependent," "children," "next of kin," "relative," "beneficiary," "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.

"Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally accepted or a minor or disabled child who is dependent on the insured tor support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

"Child or covered child" means a child (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vennunt law.

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA," controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons.

83500 VTE 5001 Case: 5:17-cv-02165-JRA Doc #: 1-2 Filed: 10/13/17 72 of 89. PageID #: 81

Federal Izw also controls group health insurance continuation rights under "COERA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive "romfederal law. You are advised to seek expert advice to determine your rights under this contract

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14273, DGL-DEPS OADD, G-14273, Sp Sch of Benefits 1-9, Ed 08-2015, 268 AICPA 6939

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Case: 5:17-cv-02165-JRA Doc # 1-2 Filed: 10/103/1974-1975-6-189. PageID #: 84

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Kathering E. West Local Registrar SEP 310 /2016

EXHIBIT

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OHIO DEPARTMENT OF HEALTH - VITAL STATISTICS

Affidavit to Correct a Certificate of Death or Report of Fetal Death

ELIGIBILITY: Only an individual with personal knowledge of the matter sought to be corrected may change non-medical information on certificate. Cause of death, medical and health information may only be changed by the certifying physician or the coroner/medical examiner using a "Supplementary Medical Certification" form (HEA 2752). Please print in ink or type. Cross ours will not be accepted.

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Kimberly Cummings 431 Industry Rd Atwater, OH 44201 The Prudential Insurance Company of America Group Life Claim Division FO Box 8517, Philadelphia, PA 19176 Tel (973) 548-5791 Fax (888) 227-6764

October 31, 2016
Insured: Douglas Cummings
Control Number: G-14273
Claim Number: 11672409

Dear Ms. Kimberly Cummings:

We have received a Group Life Insurance Accidental Death claim for Douglas Cummings. Please accept our sincere condolences for the loss. Unfortunately, we are unable to render a benefit determination and require additional time to review the claim file. To complete our investigation of this claim, we need to receive the following information:

Medical records/discharge records from Summa Health Systems Hospital

We have made a request for copies of the necessary medical records from Summa Health Systems Hospital. Should we require your assistance in obtaining the documentation, we will contact you.

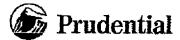
We appreciate the opportunity to serve you. If you have any questions or would like more information, please contact Customer Service at (800) 524-0542. If you are calling from outside the United States, you can dial us directly at (215) 784-2823. We are available Monday through Friday between 8:00 a.m. and 8:00 p.m. Eastern Time.

Sincerely,

Blaine Cowley Claims Coordinator

EXHIBIT

say



Kimberly Cummings 431 Industry Rd Atwater, OH 44201 The Prudential Insurance Company of America Group Life Claim Division PO Box 8517, Philadelphia, PA 19176 Tel (973) 548-5791 Fax (888) 227-6764

January 04, 2017 Insured: Douglas Cummings Control Number: G-14273 Claim Number: 11672409

Dear Ms. Cummings:

We have completed our evaluation of your claim for Accidental Death benefits for the late Douglas Cummings in the amount of \$500,000.00 under G-14273 issued through AICPA. Please accept our sincere condolences for your loss. We are unable to approve this claim. The basis for our decision is as follows.

The process followed in reviewing this claim involved the subsequent:

- State of Ohio Death Certificate
- Marlboro Township Police Department Crash Report
- Medical Records from Summa Health
- Medical Records from VA Clinic
- Group Policy G-14273

In order to receive benefits under this Group Policy, the insured must meet all the contractual requirements. For loss of life, the benefit payable is the insured's amount of insurance under this coverage.

The insured must also meet all contractual requirements for Accidental Death Benefits including having sustained an accidental bodily injury resulting in death.

The Group policy states that "Benefits are Payable When"

Benefits

Benefits for accidental Loss are payable only if all of these conditions are met:

- (1) The person sustains an accidental bodily Injury while a Covered Person.
- (2) The Loss results directly from that Injury and from no other cause.
- (3) The person suffers the Loss within 90 days after the accident.

LOSSES NOT COVERED.

ALoss is not covered if it results from any of these:

(3) Sickness, whether the Loss results directly or indirectly from the Sickness.

We will provide a copy of the internal documentation used in the evaluation of this claim to you free of charge upon request.

EXHIBIT

S

After review of this information, it is our understanding that Mr. Douglas Cummings passed away on September 21, 2016. The Ohio State death certificate indicates the cause of death as acute respiratory failure due to complications of traumatic brain injury and multiple blunt force injuries. The manner of death is classified as an accident and the injury is described as a motor vehicle versus a fixed-object collision.

Mr. Cummings was involved in a motor vehicle accident on August 4, 2016. Statements made in the Marlboro Police Department Crash Report indicate Mr. Cummings had a pre-existing seizure disorder. The investigators conclusion advises that Mr. Cummings had suffered a seizure causing his leg to contract and accelerate the vehicle into striking a tree.

A review of the office visit notes from Akron VA Hospital confirms Mr. Cummings suffered from seizure disorder and was diagnosed with this condition in June of 2015. An office visit note dated August 1, 2016 indicates Mr. Cummings suffered his last seizure about two weeks prior to the office visit and that the seizures were still uncontrolled. Mr. Cummings was also taking Vimpat, a seizure control medication, since the end of 2015. Finally, the attending physician at the August 1, 2016 office visit stressed that with Mr. Cummings' history of seizures; he should absolutely not be driving.

Based on this information, it is our understanding that Mr. Cumming's loss of life was the indirect result of a sickness (seizure disorder). Although he suffered an accidental bodily injury that resulted in his loss of life, that accident was directly caused by Mr. Cummings' seizure disorder. As a result, this claim does not meet the Group policy's benefit provisions. Therefore we are denying the claim for benefits.

You may appeal this decision to Prudential's Appeal Committee. If you elect to do so, the appeal must be made in writing by you or your authorized representative. Your appeal must be submitted within 180 days of the receipt of this letter. The appeal may identify the issues and provide other comments or additional evidence you wish considered. You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim. The written appeal should be submitted to:

Appeal Coordinator
The Prudential Insurance Company of America
Group Life Claim Division
PO Box 8517
Philadelphia, PA 19176

A determination on your claim appeal will be made within 45 days of the receipt of your appeal request. This period may be extended by 45 days if special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which the Claim Management Appeal Review Team expects to render a decision shall be furnished to you within the initial 45-day period. However, if the Claim Management Appeal Review Team requests additional information from you and you fail to respond, this period of time may be extended until you provide the requested information.

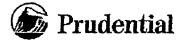
If your appeal is denied, you may seek a voluntary second appeal. Your decision on whether to file a second appeal will not affect your rights to any other benefit under the

plan. The same conditions and time frames for the first appeal will apply to the second appeal. You are entitled to receive upon request, sufficient information to make a decision about filing this appeal.

If you have any questions or would like more information, please contact Customer Service at (800) 524-0542. If you are calling from outside the United States, you can dial us directly at (215) 784-2823. We are available Monday through Friday between 8:00 a.m. and 8:00 p.m. Eastern Time.

Sincerely,

Blaine Cowley Claims Coordinator



February 21, 2017

Kimberly Cummings 431 Industry Rd Atwater, OH 44201 The Prudential Insurance Company of America
Group Life Claim Division
PO Box 8517, Philadelphia, PA
19176
Email:
grouplifeclaims@prudential.com
Secure Fax: (888) 227-6764
Phone: (800) 524-0542 8AM to 8FM
ET

Insured: Douglas Cummings Contract Holder: AICPA Group Control No: 14273 Group Claim No: 11672409

Dear Ms. Cummings:

We have received your correspondence on February 15, 2017, appealing our denial of the claim for Optional Accidental death benefits for Douglas Cummings under the AICPA Group Policy.

We will review the claim and anticipate having a decision no later than 45 days from the date of receipt of your written request for reconsideration of the initial claim denial. The review will take into account all new information, whether or not presented or available at the initial determination. If we determine that special circumstances require an extension of time for a decision on appeal, the review period may be extended by an additional 45 days (90 days in total). We will notify you in writing if an additional 45-day extension is needed. Your patience during this period is greatly appreciated.

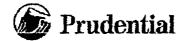
Prudential reserves the right to assert any and all claims and defenses that it may have, whether or not expressly stated herein or in any other correspondence.

We are here to assist you with the claim process during this difficult time. If you have questions or wish to check the status of your claim, please contact Prudential's Customer Service Center at (800) 524-0542. We are available Monday through Friday, from 8:00 a.m. to 8:00 p.m., Eastern Time.

Sincerely,

William Warning Appeals Specialist





Kimberly Cummings 431 Industry Rd Atwater, OH 44201 The Prudential Insurance Company of America Group Life Claim Division PO Box 8517, Philadelphia, PA 19176 Tel (800) 524-0542 Fax (888) 227-6764

March 21, 2017 Insured: Douglas Cummings Control Number: G-14273 Claim Number: 11672409

Dear Ms. Cummings:

We have completed our review of your first request for reconsideration of our decision to disallow the claim for Accidental Group Life benefits for Douglas Cummings. We have determined that our decision was appropriate and have upheld our decision to deny this claim. This letter outlines the reasons for this determination.

In order to receive benefits under this Group Policy, the insured must meet all the contractual requirements. For loss of life, the benefit payable is the insured's amount of insurance under this coverage.

The process followed in reviewing this claim involved the subsequent:

- State of Ohio Death Certificate
- Marlboro Township Police Department Crash Report
- · Medical Records from Summa Health
- Medical Records from VA Clinic
- Group Policy G-14273
- Your appeal letter dated February 10, 2017.

In order to receive benefits under this Group Policy, the insured must meet all the contractual requirements. For loss of life, the benefit payable is the insured's amount of insurance under this coverage.

The insured must also meet all contractual requirements for Accidental Death Benefits including having sustained an accidental bodily injury resulting in death.

The Group policy states that "Benefits are Payable When"

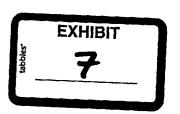
Benefits

Benefits for accidental Loss are payable only if all of these conditions are met:

- (1) The person sustains an accidental bodily Injury while a Covered Person.
- (2) The Loss results directly from that Injury and from no other cause.
- (3) The person suffers the Loss within 90 days after the accident.

LOSSES NOT COVERED.

A Loss is not covered if it results from any of these:



(3) Sickness, whether the Loss results directly or indirectly from the Sickness.

In our denial letter dated January 4, 2017, we determined that based on this information, it is our understanding that Mr. Cumming's loss of life was the indirect result of a sickness (seizure disorder). Although he suffered an accidental bodily injury that resulted in his loss of life, that accident was directly caused by Mr. Cummings' seizure disorder.

We have received your request to appeal our decision to deny your claim for Accidental Group Life benefits. In your letter you indicated that the accident report states that it is "theory" of the investigators that he suffered a seizure which caused his accident. You indicated that it will never be known what the exact, actual cause of the accident was.

According to the death certificate the final cause of death is listed as acute respiratory failure due to complications of traumatic brain injury and multiple blunt force injuries. The manner of death is listed as accidental. The death certificate also lists how injury occurred, it was car vs. fixed object collision.

Mr. Cummings was involved in a motor vehicle accident on August 4, 2016. Statements made in the Marlboro Police Department Crash Report indicate Mr. Cummings had a pre-existing seizure disorder. The investigators conclusion advises that Mr. Cummings had suffered a seizure causing his leg to contract and accelerate the vehicle into striking a tree.

According to review of the medical records, Mr. Cummings was diagnosed with seizure disorder of unknown etiology in May 2015. He had 23 seizures between May 2015 and his last visit to his physician, which was on August 1, 2016. On August 10, 2015, Mr. Cummings was seen by his Primary Care Physician and admitted that he had not started taking the anti-seizure medication that was prescribed because he was afraid he could not drive with the medication. On August 10, 2015 and August 1, 2016, Mr. Cummings was advised by his PCP that he should "absolutely should not be driving, swimming, climbing ladders or bathing alone".

The Accident Report documents that on August 4, 2016, Mr. Cummings was traveling at 45 MPH and suddenly accelerated to 68 MPH over 4.5 seconds without braking. His car struck a tree in the front yard of a home, causing the motor to be ejected from the vehicle and the right front wheel was thrown across the lawn. When officers arrived at your home and you informed them that he had a seizure disorder, and his last seizure was 2 weeks prior to the accident. The report notes that it is the theory of investigators that Mr. Cummings suffered a seizure causing his leg to contract. Mr. Cummings' vehicle was traveling in daylight on a straight road without obstruction, suddenly accelerated and hit a large tree without applying the brake. Presumably had Mr./ Cummings been awake and alert at the time of the accident there would have been some attempt to avoid striking the large tree.

After review of this information, it remains our determination that Mr. Cummings' loss of life was the indirect result of a sickness (seizure disorder). Although he suffered an accidental bodily injury that resulted in his loss of life, that accident was directly caused by Mr. Cummings' seizure disorder. As a result, this claim does not meet the Group policy's benefit provisions, so we are denying the claim for benefits.

You may again appeal this decision to Prudential's Appeal Committee for a final decision. If you elect to do so, the appeal must be made in writing by you or your authorized representative. Your appeal must be submitted within 180 days of the receipt of this letter. The appeal may identify the issues and provide other comments or additional evidence you wish considered. You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim. The written appeal should be submitted to:

Appeal Coordinator
The Prudential Insurance Company of America
Group Life Claim Division
PO Box 8517
Philadelphia, PA 19176

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If you have any questions or would like more information, please contact Customer Service at (800) 524-0542. If you are calling from outside the United States, you can dial us directly at (215) 784-2823. We are available Monday through Friday between 8:00 a.m. and 8:00 p.m. Eastern Time.

Sincerely,

William Warning Appeals Specialist Case: 5:17-cv-02165-JRA Doc #: 1-2 Filed: 10/13/17 89 of 89. PageID #: 98 -

Jessica Roessel

MEWARK, NJ 07102 751 BROAD ST PRUDENTIAL INS CO OF AMERICA Tik #: 9171900005566900468473

Full Name: ROESSEL, JESSICA

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Floor: 22

Hotes:

Date Rec'd: 9/18/2017 9:46:31 AM

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EL+8 9+00 699\$ \$000 061L 16



Jil. Pankhauser, clerk of courts Portage County Common Pleas PO. Box 1035 Ryvenna, Ohio 44266-1035

